



## Sharia Norms and Digital Economy Practices: A Comparative Legal Analysis of Consumer Protection and E-Payment Regulation

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### Abstract

In contemporary Indonesia, it is a common—though not universal—practice among merchants to impose an additional charge on consumers when payments are made using the Quick Response Code Indonesian Standard (QRIS). This practice is often justified on the basis that merchants disclose the charge in advance and that consumers provide voluntary consent, a rationale frequently associated with Fatwa No. 116/DSN-MUI/IX/2017 concerning Sharia-compliant electronic money. However, this practice raises significant regulatory and consumer protection concerns within the digital payment ecosystem. This article critically examines the regulatory challenges related to QRIS-based digital payments and their implications for consumer protection through a comparative analysis of Fatwa No. 116/DSN-MUI/IX/2017 and Bank Indonesia Regulation (PBI) No. 23/6/PBI/2021. The study identifies a fundamental divergence in the regulation of the Merchant Discount Rate (MDR): while the fatwa permits the imposition of such charges provided there is full disclosure and explicit consumer consent, PBI explicitly prohibits the transfer of MDR fees to consumers. This regulatory inconsistency and normative contradiction generate misinterpretation and legal ambiguity in practice, ultimately undermining consumer trust in digital payment systems. Consequently, this study advocates for the urgent revision of the existing fatwa through the issuance of new fatwas that more explicitly safeguard consumer rights in digital transactions.

### Keywords

Sharia Norms;  
Economy; Digital  
Transaction;  
Consumer Protection;  
E-Payment Regulation

### Introduction

Indonesia's economic landscape has experienced a significant transformation characterized by the rapid expansion of digital payment systems, notably the Quick Response Code Indonesian Standard (QRIS). In 2023, QRIS recorded a transaction volume of 2.14 billion and a transaction value amounting to IDR 229.96 trillion, engaging approximately 45.78 million users and 30.41 million merchants. While this digital transformation has substantially enhanced financial inclusion and empowered micro, small, and medium enterprises (MSMEs), it has concurrently introduced new complexities and risks for consumers. These developments underscore the necessity for a comprehensive and critical assessment of the current consumer protection legal framework.<sup>1</sup> The widespread adoption of digital payment systems has fundamentally redefined consumer-market

<sup>1</sup> <https://muc.co.id/en/article/bi-parking-tax-and-lb-tax-payments-can-use-qrisc>.



interactions in Indonesia. As the national standard for QR codes, QRIS enables digital payments via server-based electronic money applications, digital wallets, and mobile banking platforms. Its accessibility, security, and efficiency have driven extensive adoption, particularly among MSMEs, which benefit from increased market access and more efficient transaction processes. However, these advantages are accompanied by emerging risks, including fraud, misuse of personal data, and informational asymmetries that may place consumers at a disadvantage.<sup>2</sup>

Numerous studies have sought to address the emerging challenges associated with QRIS. Tajuddin identifies the lack of a dedicated regulatory framework specifically governing QRIS, noting that existing legal protections are primarily derived from Law No. 8 of 1999 concerning Consumer Protection (Undang-Undang Perlindungan Konsumen, UUPK).<sup>3</sup> From an Islamic legal perspective, transactions hindered by technical or systemic failures are deemed invalid due to the absence of *qabd ḥukmī* (constructive possession), thus rendering them non-compliant with Sharia principles. Hanum highlights the presence of regulatory instruments such as PADG No. 21/18/PADG/2019 and Bank Indonesia Regulation No. 18/40/PBI/2016; however, significant challenges persist regarding their effective implementation and public awareness.<sup>4</sup> Empirical research conducted by Putri reveals that consumer rights are frequently neglected in practice, with payment service providers (Penyelenggara Jasa Sistem Pembayaran, PJSP) often failing to respond adequately to consumer complaints.<sup>5</sup> Simeon draws attention to the legal vulnerabilities experienced by underage users of QRIS, exposing regulatory deficiencies in user identity verification processes.<sup>6</sup> Additionally, Destianingsi provides a comparative analysis of positive law and Islamic economic principles in relation to QRIS, demonstrating that while both frameworks emphasize consumer protection, the Sharia-based approach prioritizes ethical considerations and the prevention of harm (*sadd al-ẓarāʿi*), whereas the positive legal system predominantly relies on punitive measures.<sup>7</sup>

Although these studies make valuable contributions to the discourse on digital consumer protection, a notable research gap persists: the absence of a comprehensive and critical comparative analysis between Law No. 8 of 1999 and DSN-MUI Fatwa No. 116/DSN-MUI/IX/2017. These two normative frameworks coexist within Indonesia's pluralistic legal system and present distinct conceptualizations of consumer protection. The DSN-MUI fatwa delineates specific Sharia principles governing digital financial transactions, including the prohibition of *gharar* (uncertainty) and the requirement for a clearly defined contractual agreement (*'aqd*), thereby offering an alternative framework grounded in *fiqh al-mu'āmalāt*.

Indonesia's legal system is primarily based on positive law statutes and government regulations.

<sup>2</sup> Dewi Qutrun Nada, Sri Suryaningsum, and Hari Kusuma Satria Negara, "Digitalization of the Quick Response Indonesian Standard (QRIS) Payment System for MSME Development," *Journal of International Conference Proceedings* 4. no. 3 (2021): 551-558, <https://doi.org/10.32535/jicp.v4i3>.

<sup>3</sup> Muhammad Reivanut Tajuddin, *Perlindungan Konsumen terhadap Pengguna Layanan Quick Response Indonesian Standard (QRIS) yang Mengalami Kendala Sistem* (Diss., Universitas Islam Negeri Maulana Malik Ibrahim, 2023).

<sup>4</sup> Sri Latifah Hanum, *Perlindungan Hukum terhadap Konsumen Pengguna QRIS (Quick Response Code Indonesian Standard): Studi di Kantor Perwakilan Bank Indonesia Provinsi Sumatera Utara* (Diss., Universitas Islam Sumatera Utara, 2023).

<sup>5</sup> Bintari Rahmahwani Putri, *Perlindungan Konsumen Pengguna QRIS pada Mahasiswa Angkatan 2019 Fakultas Hukum Universitas Jambi* (Diss., Universitas Jambi, 2023).

<sup>6</sup> Felicia Christina Simeon, *Perlindungan Hukum terhadap Konsumen di Bawah Umur yang Menggunakan Kode QR Standar Pembayaran Nasional (QRIS)* (Diss., Podomoro University, 2022).

<sup>7</sup> Askani Destianingsi, *Analisis Perlindungan Hukum bagi Konsumen pada Transaksi Pembayaran Nontunai Berbasis QRIS: Perspektif Hukum Positif dan Hukum Ekonomi Syariah* (Diss., UIN Raden Intan Lampung, 2023).

However, fatwas issued by institutions such as the Indonesian Ulama Council (Majelis Ulama Indonesia, MUI), while not legally binding, exert considerable normative influence on public behavior and legal interpretation, particularly within Muslim communities. This study employs a qualitative, critical comparative legal analysis, rigorously applying the methodology advanced by Mark Van Hoecke. The research critically examines and compares the consumer protection frameworks established under Law No. 8 of 1999 and DSN-MUI Fatwa No. 116/2017, focusing on their normative convergence and divergence in promoting fairness, transparency, and data protection within Indonesia's digital economy.<sup>8</sup> Through this critical comparative approach, the study investigates the extent to which these coexisting normative systems address the complexities of consumer protection in Indonesia's rapidly evolving digital marketplace.<sup>9</sup> Particular analytical attention is devoted to key aspects of digital transaction governance, including information transparency, personal data protection, fairness in transaction fees—specifically concerning QRIS-related charges—and the efficacy of dispute resolution mechanisms.

### Literature Review

Technological advancements during the Fourth Industrial Revolution (Industry 4.0) have significantly transformed economic structures and payment systems, particularly through the implementation of the Quick Response Code Indonesian Standard (QRIS). However, these developments present substantial legal, technical, and ethical challenges, especially concerning consumer protection. Numerous studies underscore the necessity of robust legal safeguards for consumers engaging in digital transactions via QRIS, drawing attention to persistent issues such as fraud, transaction failures, and data security breaches. Research on legal protections for QRIS users has employed normative, empirical, and Islamic legal frameworks. Muhammad Reivanut Tajuddin has highlighted the lack of specific regulations explicitly addressing consumer protection in QRIS-based transactions. Nevertheless, consumer rights may still be upheld under Indonesia's Consumer Protection Law (UUPK), particularly Articles 45 and 47, which provide mechanisms for dispute resolution through the Consumer Dispute Settlement Agency (BPSK) or general courts. From an Islamic legal standpoint, system-related transactional failures may invalidate *qabd hukmi* (constructive possession), as such transactions fail to satisfy the essential condition of effective exchange (*taqābud*) required for valid contracts (*'aqd al-mu'āmalah*).<sup>10</sup>

In a normative legal analysis, Sri Latifah Hanum examined the existing QRIS regulations as stipulated in PADG No. 21/18/PADG/2019 and PBI No. 18/40/PBI/2016. These regulations address usage mechanisms, oversight, and contingency procedures. Nonetheless, challenges remain in their implementation, particularly concerning consumer complaints and delayed responses from service providers. Hanum highlights the critical need for ongoing consumer education to enhance awareness of user rights and dispute resolution processes within the QRIS

<sup>8</sup> Askani Destianingsi, E. Hidayat, and L. Faizal, "Analisis Perlindungan Hukum bagi Konsumen pada Transaksi Pembayaran Nontunai Berbasis QRIS: Perspektif Hukum Positif dan Hukum Ekonomi Syariah," *Edunomika* 7, no. 2 (2023): 195–222.

<sup>9</sup> Mark Van Hoecke, "Methodology of Comparative Legal Research," *Law and Method* (2015): 1-35, <https://doi.org/10.5553/REM/.000010>.

<sup>10</sup> Muhammad Reivanut Tajuddin, *Perlindungan Konsumen terhadap Pengguna Layanan Quick Response Indonesian Standard (QRIS) yang Mengalami Kendala Sistem* (Diss., Universitas Islam Negeri Maulana Malik Ibrahim, 2023).



system.<sup>11</sup> Complementing this, an empirical study conducted by Bintari Rahmahwani Putri investigated the perceptions and experiences of law students at Universitas Jambi who utilize QRIS. The study revealed systemic imbalances between the rights and obligations of consumers and Payment Service Providers (PSPs), with consumer complaints frequently neglected, leading to both material and immaterial losses. These findings underscore the gap between normative legal provisions and their practical enforcement, despite the regulatory frameworks established by Bank Indonesia and the UUPK.<sup>12</sup>

Felicia Christina Simeon introduced a critical perspective on child consumer protection in the context of QRIS usage, emphasizing the potential misuse of identity and transactional data by underage users. While PADG No. 21/18/PADG/2019 governs QRIS operations, it does not contain specific provisions addressing the vulnerabilities of child consumers. Simeon advocates for the implementation of more stringent authorization mechanisms and complaint procedures that involve guardians or individuals whose identities are utilized during account registration.<sup>13</sup> Additionally, Askani Destianingsi conducted a comparative analysis of positive law and Islamic economic law concerning consumer protection in QRIS transactions. Destianingsi concluded that positive law emphasizes both preventive and repressive measures, as exemplified by Bank Indonesia regulations. In contrast, Islamic legal principles prioritize the prevention of harm (*sadd al-zarāʿi*) and the avoidance of injury (*dar' al-mafāsīd*). Both legal frameworks highlight the importance of safeguarding consumers' personal data; however, Islamic law places greater emphasis on the ethical and moral dimensions of consumer protection.<sup>14</sup>

Febri and Andraini contend that QRIS, as an innovative payment method, is underpinned by regulatory frameworks established by Bank Indonesia and the Consumer Protection Law, which collectively ensure transactional security and consumer convenience.<sup>15</sup> These frameworks include guidelines outlined in PADG No. 21/18/PADG/2019, as detailed by Rahmadani, who further highlights the civil law relationships formed between the transacting parties.<sup>16</sup> In cases of transactional failure, consumers have the right to submit complaints to either the payment service provider or Bank Indonesia without incurring any costs, with the current transaction limit set at IDR 10,000,000 per transaction. Additionally, Amaliah and Badriyeh emphasize the importance of price transparency in accordance with Law No. 8 of 1999, to prevent consumer losses arising from price discrepancies—an issue of particular relevance in digital transactions such as those conducted via QRIS.<sup>17</sup>

<sup>11</sup> Sri Latifah Hanum, *Perlindungan Hukum terhadap Konsumen Pengguna QRIS (Quick Response Code Indonesian Standard): Studi di Kantor Perwakilan Bank Indonesia Provinsi Sumatera Utara* (Diss., Universitas Islam Sumatera Utara, 2023).

<sup>12</sup> Bintari Rahmahwani Putri, *Perlindungan Konsumen Pengguna QRIS pada Mahasiswa Angkatan 2019 Fakultas Hukum Universitas Jambi* (Diss., Universitas Jambi, 2023).

<sup>13</sup> Felicia Christina Simeon, *Perlindungan Hukum terhadap Konsumen di Bawah Umur yang Menggunakan Kode QR Standar Pembayaran Nasional (QRIS)* (Diss., Podomoro University, 2022).

<sup>14</sup> Askani Destianingsi, *Analisis Perlindungan Hukum bagi Konsumen pada Transaksi Pembayaran Nontunai Berbasis QRIS: Perspektif Hukum Positif dan Hukum Ekonomi Syariah* (Diss., UIN Raden Intan Lampung, 2023).

<sup>15</sup> Febri Nur Anisa and Fitika Andraini, "Perlindungan Hukum terhadap Konsumen dalam Transaksi Menggunakan Sistem Pembayaran Berbasis QRIS (Quick Response Code Indonesian Standard)," *Jurnal Cahaya Mandalika* 4, no. 2 (2023): 909–918, <https://doi.org/10.36312/jcm.v4i2.2113>.

<sup>16</sup> Vina Rahmadani, "Tanggung Gugat Penyelenggara Jasa Pembayaran Sektor Perbankan dalam Transaksi Menggunakan QR Code Indonesian Standard (QRIS)," *Jurist-Diction* 6, no. 4 (2023): 781–802.

<sup>17</sup> Dyah Silvana Amaliah and Sakinatul Badriyeh, "Perlindungan Hukum bagi Konsumen akibat Perbedaan Harga Dirak dengan Dikasar Ditinjau dari Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen," *CERMIN: Jurnal Penelitian* 7, no. 2 (2023): 622–629.

Fraudulent activities in digital transactions, including those conducted through the Quick Response Code Indonesian Standard (QRIS), represent a significant concern addressed in numerous studies. Herryani advocates for enhanced preventive measures by increasing public awareness of the associated risks, alongside the implementation of more robust repressive actions through the strengthening of law enforcement capabilities.<sup>18</sup> Anisahaq and Kuswardani associate QRIS-related fraud with the provisions outlined in the Electronic Information and Transactions Law (ITE Law) and Article 378 of the Indonesian Penal Code, highlighting the evidentiary difficulties encountered in prosecuting cybercrimes. Violations of consumer rights in QRIS transactions may result in penalties of up to five years of imprisonment or fines reaching IDR 2 billion, in accordance with the Consumer Protection Law.<sup>19</sup> Additionally, Trisnawati elucidates that online fraud is governed by Law No. 11 of 2008 in conjunction with Law No. 19 of 2016, which prescribe a maximum imprisonment term of six years and fines up to IDR 1 billion.<sup>20</sup>

Data security represents a critical concern in digital transactions. Putri and Putra examined the risks of data breaches faced by customers of Bank Syariah Indonesia (BSI), emphasizing the necessity for robust cybersecurity policies to mitigate threats such as phishing and malware.<sup>21</sup> Fadlila introduced an innovative solution through the D-Locode application, which employs QR Code technology to safeguard users' personal and shipment data within the logistics sector, thereby minimizing the potential for information misuse.<sup>22</sup> In the context of dispute resolution, Kunarso noted that transactional failures in digital payment applications like OVO could be effectively addressed through alternative mechanisms such as arbitration or mediation, as stipulated by Law No. 30 of 1999.<sup>23</sup> Similarly, Sari contended that consumer protection in e-commerce encompasses rights to transparent information, product returns, and data security, with arbitration and mediation serving as primary dispute resolution methods; however, challenges such as cross-border jurisdiction persist.<sup>24</sup>

Collectively, these studies indicate that although a legal framework exists to protect consumers in digital transactions, issues related to legal enforcement, identification of business entities, and cybersecurity warrant further investigation. To enhance consumer trust and safety in QRIS-based digital payment systems, scholars advocate for increased public awareness, the development of reliable technological infrastructure, and the reinforcement of regulatory oversight. Distinct from prior research that predominantly focused on the technical implementation or enforcement aspects of QRIS, this study provides a critical comparative analysis grounded in legal pluralism,

<sup>18</sup> Mas Rara Tri Retno Herryani, "Enhancing Legal Protection for Digital Transactions: Addressing Fraudulent QRIS System in Indonesia," *Rechtsidee* 11, no. 1 (2023).

<sup>19</sup> Nabila Anisahaq and Kuswardani Kuswardani, "Analysis of Law Enforcement Related to the Fraud of Online Shopping Digital Payment System," *Legal Brief* 11, no. 5 (2022): 3095–3103.

<sup>20</sup> Devi Trisnawati, "Tinjauan Yuridis terhadap Tindak Pidana Penipuan secara Online Berdasarkan Undang-Undang Nomor 11 Tahun 2008 Jo Undang-Undang Nomor 19 Tahun 2016 tentang Informasi dan Transaksi Elektronik," *Jisos: Jurnal Ilmu Sosial* 2, no. 9 (2023): 1991–2006.

<sup>21</sup> Ni Putu Maya Nanda Putri and Made Agus Putra, "Perlindungan Hukum Penggunaan QR Code sebagai Media Transaksi Digital dalam Mengatasi Cyber Crime," *Kertha Wicara: Journal Ilmu Hukum* 11, no. 9 (2022): 1604–1615.

<sup>22</sup> Alya Irsyadah Fadlila, Birgita Yolanda Frisciela Ardhya Hermawan, Rimbi Titu Pinasti, and Amalia Nur Alifah, "D-Locode: Aplikasi Peningkatan Keamanan Data Pengguna Layanan Logistik dengan Metode Quick Response Code pada Sistem Pengiriman Barang," *Lomba Karya Tulis Ilmiah* 3, no. 1 (2022): 31–46.

<sup>23</sup> Kunarso, "Upaya Hukum Pengguna Jasa atas Kegagalan Penyedia Jasa Aplikasi OVO dalam Pengisian Saldo Top Up," *Innovative: Journal of Social Science Research* 3, no. 6 (2023): 6794–6809.

<sup>24</sup> Denysa Ratna Sari, Naila Saidah, and Shela Rahma Azizah, "E-Commerce Assurance: Exploring the Legal Fortifications for Consumers in Digital Markets," *Proceedings of Islamic Economics, Business, and Philanthropy* 2, no. 2 (2023): 140–156.



highlighting the intersection between statutory consumer protection mechanisms and the ethical-legal principles of Islamic law.

## Method

This study employs a comparative legal methodology grounded in the critical analysis theory advanced by Mark Van Hoecke. Rather than merely juxtaposing legal rules, it utilizes a comprehensive toolbox approach that integrates various analytical techniques, including structural legal analysis, cultural contextualization, and a critical evaluation of underlying rationalities.<sup>25</sup> This multidimensional methodology is crucial for revealing the deeper divergences and subtle convergences between Indonesia's positive legal system and the normative foundations of Islamic law. A fundamental tenet of this approach is its focus on situating legal phenomena within their cultural contexts, thereby transcending superficial factual descriptions or nationally bounded interpretations. Such an orientation requires a thorough understanding of the distinctive institutional configurations, implicit normative assumptions, historical developments, and ideological foundations that inform both secular and Islamic legal frameworks.<sup>26</sup>

Van Hoecke's methodological framework—particularly his advocacy for moving beyond functionalism towards a toolbox approach, including the “law in context” paradigm—is highly relevant to the present study. This framework suggests that a critical comparative analysis of the Indonesian Consumer Protection Law (Undang-Undang Perlindungan Konsumen, UUPK) and the fatwas issued by the Indonesian National Sharia Council (DSN-MUI) must transcend merely identifying parallel provisions or establishing functional equivalence in consumer protection mechanisms. Instead, such an analysis necessitates a contextual examination of the legal cultures, normative logics, and jurisprudential traditions underpinning each system.<sup>27</sup>

For instance, the UUPK's emphasis on legal certainty and transparency is deeply rooted in the civil law tradition, influenced by Western legal rationalism. In contrast, the fatwas' prioritization of *amānah* (trust), *ʿadl* (justice), and the prohibition of *gharar* (excessive uncertainty) reflects the ethical and doctrinal foundations of Islamic jurisprudence (*fiqh muʿāmalah*). The critical dimension of Van Hoecke's methodology requires more than a descriptive comparison; it demands a thorough interrogation of the philosophical and cultural bases informing the respective approaches to consumer protection. Central to this study is an effort to elucidate the reasons for these differences, thereby contributing to a more nuanced understanding of legal pluralism within the context of Indonesia's digital financial ecosystem.

## Result

Table 1 presents the results of a comparative analysis of various positive regulations and Sharia principles governing economic practices in the digital sphere. Utilizing a comparative legal methodology, the table delineates areas of convergence and divergence between state-based consumer protection frameworks and Sharia norms within the e-payment (QRIS) ecosystem.

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<sup>25</sup> Muhammad Imran Ali, “Comparative Legal Research-Building a Legal Attitude for a Transnational World,” *Journal of Legal Studies* 26, no. 40 (2020): 66–80, <https://doi.org/10.2478/jles-2020-0012>.

<sup>26</sup> Mark Van Hoecke, “Comparing across Societies and Disciplines,” *Comparative Methods in Law, Humanities and Social Sciences*. Edward Elgar Publishing, 2021, 221-245.

<sup>27</sup> R. van den Hoven van Genderen, “Methodology of Comparative Legal Research,” *Law and Method* (2019).

**Table 1.** Positive Regulation and Sharia Norms in Consumer Protection for E-Payment Systems

Aspect	Positive Regulation	Sharia Norm	Practical Implication
Information transparency and mitigation of asymmetry	Law No. 8/1999 concerning Consumer Protection guarantees consumers the right to accurate information and prohibits misleading advertising, unfair standard clauses, and deviations from promised information	The prohibition of <i>gharar</i> necessitates clarity concerning the object, price, costs, and transaction mechanism. The principles of contractual clarity and mutual consent demand complete transparency, including the disclosure of any additional costs associated with electronic payments	Transparency constitutes both a legal and ethical obligation. While obtaining consumer consent for additional charges aligns with Sharia principles, it may pose a risk of contravening applicable positive law
Consumer personal data protection	Law No. 27/2022 on Personal Data Protection encompasses rights such as consent, access, correction, and deletion of personal data. It also mandates that data controllers ensure data security and confidentiality, as well as report any violations	The principle of <i>amānah</i> (trust and responsibility) mandates the protection of data as a form of trust. Additionally, the principles of <i>lā ḍarar wa lā ḍirār</i> (no harm and no reciprocating harm) and <i>tazlīmū wa lā tuẓlamū</i> (do not oppress and do not be oppressed) prohibit the misuse of data that results in harm	The Personal Data Protection Law establishes sanction mechanisms and procedures, while Sharia law enhances the moral legitimacy and ethical compliance of business actors
Fairness in transaction costs within the context of MDR Conflicts	BI Regulation No. 23/6/PBI/2021 stipulates that the Merchant Discount Rate (MDR) must be borne by merchants and cannot be passed on to consumers; any transfer of the MDR to consumers is considered an illegal levy	The principle of <i>‘adl</i> (justice), along with the prohibition of <i>ribā</i> (usury) and <i>maysir</i> (gambling), is fundamental. Fatwa No. 116/DSN-MUI/IX/2017 permits the imposition of additional fees conditionally; these fees must be transparent and agreed upon by the consumer to prevent <i>gharar</i> (excessive uncertainty)	Merchants encounter a dual compliance challenge wherein practices deemed ethical under Sharia law may be prohibited by state legislation
Consumer dispute resolution mechanisms	UUPK ensures consumer protection through various institutions, including BPSK, courts, BPKN, OJK, and LAPS SJK. These bodies facilitate mediation, arbitration, and conciliation processes, while also permitting consumers to initiate civil or criminal proceedings in accordance with the Indonesian consumer law framework	The fatwa does not specify a particular institution; rather, it advocates for resolution through mechanisms compliant with sharia law, including sharia arbitration, with an emphasis on <i>ḥifẓ al-māl</i> (the protection of property)	State law offers procedural certainty, whereas Sharia law prioritizes the restoration of substantive justice and the facilitation of reconciliation

### ***The Indonesian Consumer Protection Law***

The Indonesian Consumer Protection Law (Undang-Undang Perlindungan Konsumen, UUPK) defines consumer protection as encompassing all measures that ensure legal certainty in safeguarding consumers. Its fundamental principles comprise utility, justice, balance, consumer safety and security, and legal certainty. The legislation aims to achieve multiple objectives: enhancing consumer awareness and autonomy, empowering consumers to exercise their rights, and establishing a consumer protection framework characterized by legal clarity and transparent information disclosure. This approach reflects a proactive emphasis on consumer education and empowerment. Consumers are entitled to a range of fundamental rights, including the right to comfort, security, and safety in the use of goods and/or services; the right to select and receive goods or services as promised; and, notably, the right to receive accurate, clear, and honest information regarding the condition and guarantees of goods and/or services. Additional rights include the entitlement to be heard, to access advocacy and education, and to obtain compensation for defective or non-conforming goods.<sup>28</sup>

Producers and business entities are correspondingly obligated to act in good faith by providing accurate, clear, and honest information regarding the condition and guarantees of goods and/or services, as well as by treating consumers fairly and without discrimination. They are also responsible for ensuring product quality and granting consumers the opportunity to inspect or test products.<sup>29</sup> The UUPK delineates a comprehensive set of prohibitions designed to prevent misleading or non-transparent business practices. These prohibitions include bans on the production or distribution of substandard goods or services, deviations from advertised descriptions, and the failure to provide essential information such as expiration dates, halal certification, or user instructions in Bahasa Indonesia.<sup>30</sup>

Importantly, the law prohibits deceptive offers, promotions, and advertisements. It further addresses the contentious issue of “standard clauses” by explicitly declaring void any clause that is unfair, unclear, shifts responsibility, denies refund rights, or is difficult to read. The explicit invalidation of unfair standard clauses functions as a legal mechanism to mitigate the inherent power imbalance between businesses and consumers in contractual relationships. This prescriptive and proactive legal framework exemplifies the positivist approach embedded within Indonesia’s consumer protection regime.

The UUPK further delineates formal legal mechanisms for dispute resolution. Consumers may seek redress through the Consumer Dispute Settlement Body (Badan Penyelesaian Sengketa Konsumen, BPSK) via extrajudicial methods such as mediation, arbitration, or conciliation, or alternatively, through the general court system. Decisions rendered by the BPSK are final and binding; however, parties retain the right to file objections with the District Court and to submit cassation appeals to the Supreme Court.<sup>31</sup> Bank Indonesia (BI) functions as the principal regulator of the national payment system, tasked with ensuring that the use of the Quick Response Code

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<sup>28</sup> Dwi Edi Wibowo, “How Consumers in Indonesia are Protected Fairly? Analysis of Law No. 8 of 1999 concerning Consumer Protection,” *Indonesian Journal of Advocacy and Legal Services* 2, no. 1 (2020): 57-70.

<sup>29</sup> Ridwan Arifin, Juan Anthonio Kambuno, Waspiah Waspiah, Dian Latifiani, “Protecting the Consumer Rights in the Digital Economic Era: Future Challenges in Indonesia,” *Jambura Law Review* 3 (2021): 135-160.

<sup>30</sup> Zulham Zulham, “A Critical Review Of Indonesian Online Consumer Protection Online Shopping, False Advertising, And Legal Protection For Indonesian E-Commerce Customers,” *Journal of Law and Sustainable Development* 11, no. 5 (2023): 1-15.

<sup>31</sup> M. Syamsudin, “The Failure of the Court to Protect Consumers: A Review of Consumer Dispute Resolution in Indonesia,” *Journal of Consumer Policy* 44, no. 1 (2021): 117-130.

Indonesian Standard (QRIS) remains secure, reliable, and effectively governed through comprehensive regulatory oversight. Launched on 17 August 2019 and broadly implemented on 1 January 2020, the QRIS initiative seeks to enhance payment system efficiency, accelerate the digital economic transformation, and promote financial inclusion across all societal segments. The regulations promulgated by BI serve as essential safeguards designed to prevent fraudulent activities, ensure transaction monitoring, and guarantee that all QRIS service providers operate under official licensure.<sup>32</sup>

Among Bank Indonesia's most notable recent regulatory initiatives is Regulation of the Member of the Board of Governors (PADG) No. 3 of 2025, which became effective in March 2025. This regulation designates the Quick Response Code Indonesian Standard (QRIS) as the national standard for all QR code-based payment systems, representing a significant advancement in the standardization of digital payments. Additionally, the regulation increases the transaction limit beyond IDR 2 million, thereby providing enhanced flexibility for both consumers and merchants. Notably, it abolishes the Merchant Discount Rate (MDR) for public service sectors—including hospitals, schools, and transportation—from March 2025 onward, with the objective of reducing transaction costs in essential service areas. Bank Indonesia ensures the technical standards of QRIS are rigorously maintained through official standardization bodies, thereby facilitating fast, secure, and seamless transactions across digital platforms.<sup>33</sup>

Furthermore, the Financial Services Authority (Otoritas Jasa Keuangan, OJK) plays a pivotal role within the broader consumer protection framework in the financial services sector. OJK Regulation No. 1/POJK.07/2013 on Consumer Protection in the Financial Services Sector articulates three fundamental principles: trust, transparency, and equitable treatment. These principles aim to guarantee the prompt and effective resolution of consumer complaints while safeguarding data privacy and security, thus promoting a more accountable and consumer-centric financial ecosystem.<sup>34</sup>

OJK Regulation No. 21 of 2023 concerning Digital Banking Services requires banks that provide digital services to implement consumer protection principles in accordance with applicable laws. This regulation mandates that banks establish accessible and continuous consumer complaint handling mechanisms, including telephone and chatbot support, available 24 hours a day. Furthermore, banks are obligated to actively educate consumers on secure authentication practices, such as recommending periodic password changes, thereby promoting self-managed account security.<sup>35</sup> Licensed Payment Service Providers (Penyelenggara Jasa Sistem Pembayaran, PJSP), which are regulated and supervised by Bank Indonesia, hold significant responsibilities in protecting consumers within the QRIS ecosystem. Their primary obligations include ensuring the security of user information and transaction data through stringent system security standards. Additionally, PJSPs must provide clear complaint procedures, specify the required supporting

<sup>32</sup> Fausia Isti Tanoso, "Legal Protection for Consumers of Life Insurance Products During COVID-19 Pandemic in Indonesia," *Global Legal Review* 2, no. 1 (2022): 31-52.

<sup>33</sup> Bambang Sugeng Ariadi Subagyo, Zahry Vandawati Chumaida, and Mochamad Kevin Romadhona. "Enforcement of Consumer Rights through Dispute Settlement Resolution Agency to Improve the Consumer Satisfaction Index in Indonesia," *Yuridika* 37, no. 3 (2022): 673-696.

<sup>34</sup> Fredi Wijaya Kusuma, "The Effect of Financial Services Authority Regulatory Implementation Concerning Financial Consumer Protection on Banking Financial Performance," *Eduvest-Journal of Universal Studies* 3, no. 7 (2023): 1289-1302.

<sup>35</sup> Johannes Widjantoro, and Nicolas Budi Arianto Wijaya, "Policy of the Financial Services Authority in Consumer Protection," *International Journal of Economics and Financial Issues* 8, no. 2 (2018): 7-13.



documents, and resolve complaints in accordance with internal mechanisms and relevant consumer protection legislation.<sup>36</sup>

In addition to their technical and complaint-handling duties, Payment Service Providers (PJSPs) are mandated to engage in proactive consumer education. The Bank Indonesia (BI) regulations require PJSPs to provide merchants and users with transparent information concerning the features, costs, benefits, risks, terms, and implications associated with QRIS products and services. Such educational content must be communicated in language that is accurate, appropriate, truthful, clear, ethical, accessible, and non-deceptive. Furthermore, PJSPs bear responsibility for compensating consumers in cases where losses are not attributable to user error and may be subject to civil litigation in instances involving the misuse of personal data, reflecting their commitment to accountability and fairness.

Consumers who suffer harm within the QRIS ecosystem have access to a multi-tiered dispute resolution mechanism. Initially, grievances should be reported directly to the relevant PJSP through designated communication channels, such as customer service hotlines. If the resolution provided by the PJSP is unsatisfactory, consumers may escalate their complaints via the Financial Services Authority's (OJK) Consumer Protection Portal. Additionally, the Financial Services Sector Alternative Dispute Resolution Institution (LAPS SJK), operating under OJK's supervision, offers mediation and arbitration services accessible through the portal or in person. For more serious issues or unresolved disputes, consumers retain the right to initiate formal legal proceedings through civil litigation in District Courts or by filing criminal complaints with law enforcement agencies.

### **Fatwa DSN-MUI No. 116/2017**

The fatwa under examination, issued in response to the growing prevalence of digital payment instruments, functions as an authoritative guideline regarding the permissibility and appropriate execution of electronic money transactions from an Islamic legal perspective. Its primary objective is to ensure that all forms of digital financial transactions—particularly those utilizing the Quick Response Code Indonesian Standard (QRIS)—strictly adhere to Islamic legal principles by avoiding prohibited elements such as *ribā* (usury), *gharar* (uncertainty), *maysir* (gambling), and other impermissible practices.<sup>37</sup> Islamic commercial jurisprudence (*fiqh al-mu'āmalāt*) is founded upon a set of normative principles that regulate all contractual engagements, including those conducted within digital contexts. These principles include *'adl* (justice), *ṣidq* (truthfulness), *amānah* (trust and accountability), and *tarāḍin minkum* (mutual consent). Islamic law requires that all transactions be free from injustice, ambiguity, deceit, and wastefulness, thereby upholding ethical integrity and ensuring market fairness.<sup>38</sup>

The fatwa emphasizes that these fundamental principles should not be interpreted merely as regulatory directives but are deeply embedded within the ethical and philosophical framework of Islam. Concepts such as *amānah* (trust) and *'adl* (justice) represent inherent moral duties that

<sup>36</sup> Camila Amalia, Esha Gianne Poetry, Mochamad Kemal Kono, Dadang Arief Kusuma, and Alex Kurniawan, "Legal Issues of Personal Data Protection and Consumer Protection in Open Api Payments," *Journal of Central Banking Law and Institutions* 1, no. 2 (2022): 323-352.

<sup>37</sup> Muhammad Yusup, "Analisis Hukum Bitcoin dalam Perspektif Fatwa MUI No. 116/DSN-MUI/IX/2017 tentang Uang Elektronik Syariah," *Khozana: Jurnal Hukum Ekonomi Syariah* 5, no. 1 (2021): 45-60.

<sup>38</sup> Sri Wahyudi Fahriyadi and Mohammad Makbul, "Fleksibilitas Penggunaan Mata Uang Elektronik dalam Perspektif Hukum Ekonomi Syariah: Analisis Fatwa DSN-MUI No. 116/DSN-MUI/IX/2017," *At-Tasharruf: Jurnal Ekonomi dan Bisnis Islam* 6, no. 2 (2023): 149-164.

extend beyond mere legal compliance. For example, the principle of *ḍarar yuzālu* (harm must be eliminated) supports a comprehensive understanding of consumer protection in Islamic law, highlighting harm prevention as a central objective. This ethical perspective stands in marked contrast to the positivist, rights- and duties-based approach embodied in Indonesia's Consumer Protection Law (Undang-Undang Perlindungan Konsumen, UUPK), thereby illustrating significant differences in legal philosophy and normative orientation. In formulating its consumer protection framework, the fatwa draws upon *ḥifẓ al-māl* (protection of wealth), one of the primary objectives (*maqāṣid al-sharī'ah*) of Islamic law. It explicitly prohibits the loss or reduction of consumer funds held in electronic form and requires the maintenance of their nominal value, even when the physical or digital medium becomes nonfunctional.

The fatwa further emphasizes the necessity of *wuḍūḥ al-'aqd* (clarity of contract), mandating that all digital monetary transactions be based on clearly defined and legally valid Islamic contracts, such as *qard* (loan) or *wadī'ah* (custodial deposit). This contractual clarity is essential to prevent ambiguity and reduce the risk of disputes or injustice in digital commercial interactions.<sup>39</sup> Additionally, the explicit prohibition of *gharar* serves as a normative response to the issue of informational asymmetry, requiring transparency regarding the nature, quantity, price, and delivery mechanisms of transactional items. Concerning QRIS-specific practices, the fatwa permits the imposition of additional service charges only if merchants provide explicit disclosure and obtain prior consumer consent. These stipulations aim to uphold the principles of fairness and transparency while effectively mitigating *gharar*.

The categorical prohibition of *ribā*—defined as unearned gains arising from transactions involving *ribawī* goods or interest accrued through debt deferment—and *maysir*, characterized by speculative or chance-based profits, underscores the imperative to eliminate exploitative or unjust enrichment within commercial activities. These prohibitions serve to protect economic transactions from speculative risk and moral hazard.<sup>40</sup> Nonetheless, the fatwa's stance on the permissibility of additional QRIS charges presents a significant site of legal tension. Although it conditionally permits such charges based on principles of transparency and consent, it concurrently recognizes that, under positive law, these charges may be deemed unlawful levies (*pungutan liar*) in contravention of Bank Indonesia Regulation No. 23/6/PBI/2021, particularly Article 52(1). This regulation mandates that the Merchant Discount Rate (MDR) must be borne by the merchant and prohibits its transfer to the consumer, thereby creating a substantive legal contradiction.<sup>41</sup>

This tension reflects not only a divergence in legal emphasis but also a fundamental incongruity between religious legal reasoning and the regulatory framework of the Indonesian state. For merchants and consumers operating within this dual normative system, such inconsistencies pose significant challenges related to interpretation, enforcement, and compliance. In conclusion, the fatwa provides a comprehensive framework grounded in Islamic legal and ethical principles governing digital financial transactions, including QRIS. It underscores the importance of justice (*'adh*), transparency, and the preservation of wealth (*ḥifẓ al-māl*), while explicitly prohibiting *ribā*,

<sup>39</sup> Dety Nurfadilah and Sudarmawan Samidi, "How The Covid-19 Crisis is Affecting Customers' intention to Use Islamic Fintech Services: Evidence From Indonesia," *Journal of Islamic Monetary Economics and Finance* 7 (2021): 83-114.

<sup>40</sup> Yuli Andriansyah, "Analysis of fatwas by the National Sharia Board-Indonesian Council of Ulama on the Stock Market," *Millah: Journal of Religious Studies* (2023): 525-552.

<sup>41</sup> Yudho Taruno Muryanto, "The Urgency of Sharia Compliance Regulations for Islamic Fintechs: A Comparative Study of Indonesia, Malaysia and the United Kingdom," *Journal of Financial Crime* 30, no. 5 (2023): 1264-1278.



*gharar*, and *maysir*. However, its conditional approval of QRIS-related service fees—based on ethical principles of consent and disclosure—appears to conflict with existing Indonesian regulatory requirements, thereby highlighting the complexities and tensions inherent in the coexistence of religious and secular legal systems.

The preceding sections have delineated the substantive content and normative orientation of both the Consumer Protection Law (UUPK) and the DSN-MUI Fatwa No. 116/2017. Although each framework independently aims to safeguard consumers within Indonesia's digital economy, their conceptual foundations, regulatory mechanisms, and enforcement modalities exhibit areas of both convergence and divergence. To further clarify these dynamics, the subsequent discussion critically compares the two systems across four interrelated thematic dimensions: the regulation of information transparency and the mitigation of *gharar*; the treatment of Merchant Discount Rate (MDR) fees as indicators of transactional fairness; the alignment between statutory and Sharia-based principles in personal data protection; and the dispute resolution mechanisms available to consumers. This thematic analysis seeks to illuminate not only the juridical and ethical tensions between statutory and religious norms but also their potential harmonization in establishing a coherent framework for digital consumer protection in Indonesia.

### **Personal Data Protection**

Consumer protection within the digital ecosystem extends beyond mere transactional transparency to include the integrity of personal data management, a domain where legal obligations and ethical responsibilities intersect. The Consumer Protection Law (UUPK), enacted in 1999, predates the digital era and therefore lacks explicit provisions concerning data protection in electronic transactions. Nonetheless, its general acknowledgment of consumer rights—particularly the rights to safety and accurate information—can be interpreted as implicitly encompassing aspects of data privacy and information security, which have become critical in modern digital commerce.<sup>42</sup>

In contrast, the Islamic legal tradition provides a robust ethical and moral foundation for data protection, particularly through the principle of *amānah* (trust/responsibility), which mandates the careful preservation and responsible use of entrusted information. Additional Sharia-based maxims pertinent to data privacy include an *tarāḍīn minkum* (mutual consent), which requires that data be utilized solely with the explicit approval of its owner; *lā tazlīmū wa lā tuẓlamū* (neither wrong nor be wronged), which aims to prevent harm arising from the misuse of information; and *lā ẓarar wa lā ẓirār* (no harm and no reciprocated harm), which prohibits actions that may adversely affect others through data abuse. The enactment of Law No. 27 of 2022 on Personal Data Protection (UU PDP) represents a significant advancement in Indonesia's legal framework, establishing a comprehensive and enforceable structure for data privacy. This legislation grants extensive rights to data subjects, including the rights to explicit consent, access, rectification, erasure, and objection to automated decision-making processes. Moreover, it imposes stringent obligations on data controllers, such as ensuring data accuracy, maintaining confidentiality, implementing robust security measures, and promptly reporting data breaches.<sup>43</sup>

The general framework of the UUPK leaves a regulatory gap in addressing the complexities

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<sup>42</sup> Imam Sujono, Yovita Arie Mangesti, and Slamet Suhartono, "The Seller's Liability Due Hidden Defective Products in The Online Selling And Buying Transaction Base on Customers Protection Law (UUPK)," *International Journal of Law Reconstruction* 6, no. 2 (2022): 257-277.

<sup>43</sup> Hargianti Dini Iswandari and Sanjana Hoque, "Reconceptualizing Legal Arrangement on the Doctor-Patient Relationship in Indonesia," *Law Reform* 18, no. 1 (2022): 58-78.

associated with digital data protection. The enactment of the UU PDP effectively addresses this deficiency by aligning statutory mechanisms with the evolving realities of the digital environment. Importantly, the UU PDP complements fundamental Islamic ethical principles, especially those grounded in the concepts of *amānah* and *tarāḍīn*. While the UU PDP delineates the procedural and normative aspects—such as legal mechanisms, rights, duties, and sanctions—Islamic law provides the foundational rationale by articulating ethical justifications and moral imperatives for the protection of personal data.<sup>44</sup>

Consequently, both frameworks converge on the shared objective of safeguarding individual privacy and preventing the misuse of personal information. The increasing incidence of cybercrimes, including phishing, identity theft, and financial fraud, constituted a significant impetus for the enactment of the UU PDP. These threats demonstrate a clear causal relationship: the heightened vulnerability of consumers within digital ecosystems necessitated the development of a robust, context-specific legal response, thereby surpassing the broader protections previously offered by legislation such as the UUPK. This legal evolution not only addresses contemporary challenges in digital governance but also highlights the enduring significance of Islamic ethical constructs—particularly the principle of *amānah*—in informing a just and responsible framework for data protection in the digital age.

### **Information Transparency and Gharar Mitigation**

Both the Indonesian Consumer Protection Law (UUPK) and the Fatwa of the National Sharia Council–Indonesian Ulama Council (DSN-MUI) emphasize the essential requirement of providing clear, accurate, and honest information to safeguard consumer rights.<sup>45</sup> The UUPK explicitly guarantees consumers “the right to correct, clear, and honest information” and imposes stringent obligations on business actors to fulfill this responsibility. Furthermore, the law contains detailed prohibitions against misleading advertisements, promotions, and the use of unfair standard clauses.<sup>46</sup> The Fatwa addresses information asymmetry by prohibiting *gharar* (uncertainty), mandating transparency in all transactional elements, including the nature, quantity, price, and delivery of the goods or services involved.

Regarding QRIS-related fees, the Fatwa permits such charges only when accompanied by explicit explanation and consumer consent, thereby preventing *gharar*. Although both frameworks seek to reduce information asymmetry, they employ distinct mechanisms. The UUPK utilizes a rights-based, prescriptive legal framework that specifies consumer entitlements and prohibits certain business practices, including the invalidation of unjust contractual clauses, reflecting a legislative model grounded in legal certainty and regulatory enforcement. In contrast, the Fatwa is founded on broader ethical principles derived from Islamic jurisprudence, emphasizing mutual consent and moral conduct as conditions for the permissibility of transactions.

The divergence in approaches—from statutory mandates to ethical imperatives—can result in differing interpretations and applications within the evolving context of digital transactions. A

<sup>44</sup> Zulfikar Zulfikar, “Appreciative Inquiry Analysis Through SOAR Approach In The Lens Of Shariah In Facing Industry 4.0 On Indonesia’s Islamic Banking,” *Iqtishadia Jurnal Ekonomi & Perbankan Syariah* 8, no. 1 (2021): 110-124.

<sup>45</sup> Novia Nengsih, “Analisis terhadap Fatwa DSN-MUI tentang Uang Elektronik Syariah: Studi Kartu Flazz BCA, Go-Pay, dan Grab-Pay,” *Jurisdictie: Jurnal Hukum dan Syariah* 10, no. 1 (2019): 56-77.

<sup>46</sup> Dewi Fatmala Putri, Widya Ratna Sari, and Faricha Lita Nabbila, “Analisis Perlindungan Nasabah BSI terhadap Kebocoran Data dalam Menggunakan Digital Banking,” *Jurnal Ilmiah Ekonomi dan Manajemen* 1, no. 4 (2023): 173–181.

prominent example is the imposition of additional QRIS fees, which exemplifies the tension between these legal frameworks. From the perspective of the DSN-MUI, such fees are permissible provided they are transparently disclosed and explicitly agreed upon by consumers, thereby avoiding *gharar* (uncertainty). Conversely, under positive law—specifically Bank Indonesia Regulation No. 23/6/PBI/2021 (Article 52(1))—the transfer of these fees to consumers is considered an illegal charge, as the Merchant Discount Rate (MDR) is intended to be borne exclusively by merchants.<sup>47</sup> This issue concerning QRIS-related fees represents a significant divergence and a direct legal contradiction between the Consumer Protection Law (UUPK), as interpreted through Bank Indonesia regulations, and the DSN-MUI Fatwa. While the Fatwa emphasizes contractual clarity and informed consent to prevent *gharar*, Bank Indonesia regulations impose a strict prohibition on passing the MDR to consumers, irrespective of such consent. This situation creates a substantial legal ambiguity and presents practical challenges for business actors striving to comply with both normative systems. Consequently, this may lead to erosion of consumer trust, difficulties in regulatory enforcement, and increased risks of consumer exploitation, particularly when charges are presented as consensual yet contravene statutory provisions.

A critical comparative analysis reveals significant thematic convergence between the UUPK and the DSN-MUI Fatwa, both of which prioritize consumer protection based on principles of justice, transparency, and harm prevention. The UUPK's guarantee of the “right to truthful, clear, and honest information” finds strong jurisprudential and ethical parallels in the Fatwa's prohibition of *gharar* and its emphasis on the clarity of contractual agreements. Similarly, the Personal Data Protection Act (UU PDP No. 27/2022) corresponds with the Islamic legal concept of *amānah* (trust/responsibility), thereby reinforcing the moral and legal imperatives for safeguarding consumer data.<sup>48</sup> The most notable substantive divergence concerns the treatment of QRIS transaction fees, specifically the transfer of the MDR to consumers. While the Fatwa adopts a more flexible stance by permitting such fees with informed consent as a measure to prevent *gharar*, Bank Indonesia's regulations categorically prohibit this practice, classifying it as an unlawful charge. This constitutes a direct normative and practical conflict.

The fundamental divergence between the Fatwa and positive law arises from the distinct nature and sources of their respective authorities. The Fatwa, as a religious directive issued by a Sharia advisory body, is characterized by flexibility, principle-based reasoning, and grounding in ethical compliance, informed consent, and the avoidance of prohibited elements. Its authority is primarily moral and religious. Conversely, positive law—exemplified by the UUPK and BI regulations—provides a rigid, prescriptive, and legally enforceable framework derived from state sovereignty. Although both systems aim to protect consumers, the Fatwa establishes ethical boundaries and conditional permissibility (such as consent-based fees to prevent *gharar*), whereas positive law enforces strict, non-negotiable rules (for example, a total prohibition on passing MDR fees to consumers). These normative and philosophical distinctions underlie the observed material conflict and influence their respective practical applications.

<sup>47</sup> Siti Syamsiatul Islam and Imam Nur, “E-Money Perspektif Maqashid Syariah fii al-Muamalah,” *Al-Mustashfa: Jurnal Penelitian Hukum Ekonomi Syariah* 6, no. 2 (2021): 227–244.

<sup>48</sup> Muhammad Khaeruddin Hamsin, Abdul Halim, Rizaldy Anggriawan, and Hilda Lutfiani, “Sharia E-Aallet: The Issue of Sharia Compliance and Data Protection,” *Al-Manahij: Jurnal Kajian Hukum Islam* 17, no. 1 (2023): 53–68.

### **Fairness in Transaction Fees, Conflicts Arising from MDR, and Mechanisms for Dispute Resolution**

The Indonesian Consumer Protection Act (UUPK) broadly prohibits business practices considered unfair or misleading, particularly concerning pricing, terms, and contractual conditions. The primary objective of this legislation is to protect consumers from unilaterally imposed contractual provisions and deceptive pricing strategies. In contrast, the fatwas issued by the National Sharia Council of the Indonesian Ulama Council (DSN-MUI), grounded in Islamic economic principles, emphasize the fundamental value of *'adl* (justice) in all economic transactions. These religious-legal directives aim to eliminate structural imbalances, prevent exploitation, and prohibit unjust enrichment. Central to these prohibitions are the concepts of *ribā* (usury), which encompasses any excessive or inequitable increment in financial exchanges or debts, and *maysir* (speculation or gambling), which refers to transactions dependent on chance or uncertainty.<sup>49</sup>

The Merchant Discount Rate (MDR)—a service fee imposed on merchants by Payment Service Providers (PJSP) for each QRIS (Quick Response Code Indonesian Standard) transaction—has been regulated by Bank Indonesia (BI) to ensure consumer protection. BI mandates that the MDR must be borne exclusively by merchants and explicitly prohibits its transfer to consumers. Furthermore, BI clarifies that it does not receive any portion of the MDR; the entire fee is allocated within the broader payment system ecosystem.<sup>50</sup> Empirical evidence reveals a notable normative divergence concerning the imposition of additional charges related to the Quick Response Code Indonesian Standard (QRIS). According to DSN-MUI Fatwa No. 116/DSN-MUI/IX/2017, the application of such charges to consumers is permissible under Islamic law, contingent upon merchants providing transparent disclosure and obtaining explicit consumer consent. This position is understood to uphold the principles of justice and transparency, thereby reducing the risk of *gharar* (uncertainty) in financial transactions. Conversely, prevailing positive law—specifically Bank Indonesia Regulation No. 23/6/PBI/2021, Article 52(1)—classifies these additional charges as unlawful levies (*pungutan liar*) if imposed without a formal legal basis.<sup>51</sup> This divergence highlights a significant legal and regulatory tension, creating a practical dilemma.

The permissive stance of the fatwa, which permits cost pass-through based on mutual consent to prevent *gharar*, directly conflicts with the prohibitions established by Bank Indonesia. This inconsistency generates considerable ambiguity, whereby practices deemed ethically acceptable under Islamic jurisprudence may simultaneously constitute violations under national banking law. The ramifications of this discrepancy are extensive, including potential consumer confusion, financial harm due to unauthorized charges, and enforcement difficulties that collectively undermine public confidence in Indonesia's digital payment system. The Consumer Protection Act (UUPK) delineates formal legal mechanisms for resolving consumer disputes, including the Consumer Dispute Settlement Agency (BPSK), which facilitates out-of-court resolution methods such as mediation, arbitration, and conciliation, alongside the general court system. Consumers are also entitled to submit complaints to the National Consumer Protection Agency (BPKN).

<sup>49</sup> Devid Frastiawan Amir Sup, and Ifandi Suhendi, "The concept of muqasah on murabahah financing in the perspective of fatwa DSN-MUI," *Kodifikasi: Jurnal Penelitian Islam* 16, no. 1 (2022): 53-73.

<sup>50</sup> Rahmatul Fadhil and Lulu Aliya Ahmad, "Analisis Akad Ijārah Terhadap Produk Quick Response Code Indonesian Standard," *Al-Mizan: Jurnal Hukum Dan Ekonomi Islam* 6, no. 1 (2022): 103-119.

<sup>51</sup> Dwi Swasana Ramadhan, "Financial Technology and Sharia Compliance Regulations in Islamic Banking in Indonesia," *AL-ARBAH: Journal of Islamic Finance and Banking* 4, no. 2 (2022): 217-231.



Within the financial services sector, encompassing digital payments, specialized mechanisms exist through the Consumer Protection Portal Application (APPK) of the Financial Services Authority (OJK) and the Alternative Dispute Resolution Institution for the Financial Services Sector (LAPS SJK), both of which offer mediation and arbitration services. Dispute resolution in accordance with sharia principles generally relies on established Islamic legal doctrines, emphasizing reconciliation (*sulh*) and the pursuit of justice (*'adl*) via sharia courts or arbitration forums. Although fatwas do not explicitly designate specific dispute resolution bodies, they implicitly guide the resolution process toward sharia-compliant institutions when principles such as *hifz al-māl* (protection of wealth) are considered to have been violated.<sup>52</sup>

Despite the existence of a comprehensive legal and Sharia framework, consumers participating in digital transactions continue to face significant practical challenges. These challenges include discrepancies between products and their descriptions, direct instances of fraud, misleading advertising, and serious breaches of personal data privacy. Additional obstacles to effective consumer protection encompass low levels of digital financial literacy among the general population, insufficient dissemination of information regarding consumer rights, weak regulatory oversight, and difficulties in obtaining timely dispute resolution, often manifested through delayed customer service responses and non-transparent refund procedures.<sup>53</sup> Incidents of QRIS-related fraud, such as the circulation of counterfeit QR codes and various forms of data theft (e.g., phishing and scamming), have been increasing. Payment System Service Providers (PJSPs) are legally mandated to protect consumer data, and victims of data misuse possess legal avenues to seek compensation.<sup>54</sup>

## Discussion

The presence of ostensibly robust legal and Sharia frameworks for consumer protection—such as the UUPK, PDP Law, OJK regulations, LAPS SJK, and DSN-MUI fatwas—contrasts sharply with the ongoing practical challenges encountered by consumers in digital transactions. Empirical data explicitly identify issues including limited dissemination of information regarding consumer rights, low public awareness of applicable regulations, and inadequate enforcement and oversight mechanisms. Furthermore, delayed service responses, lack of transparency from service providers, and consumer frustration arising from slow customer support and unclear refund procedures highlight a substantial gap between the theoretical provisions of the law and their practical implementation. This disparity undermines consumer trust, reduces the efficacy of existing protections, and ultimately hinders the development of a robust digital economy, notwithstanding the theoretical strength of both legal and Sharia principles.

Utilizing Mark Van Hoecke's "law-in-context" framework, the observed divergences and substantive differences extend beyond mere technicalities, reflecting profound legal-cultural traditions. The UUPK is situated within a secular civil law system that emphasizes legal certainty,

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<sup>52</sup> Nur Sillaturohmah Handayani, Muhamad Subhi Apriantoro, and Malikhah Al-Husnayaini, "The Strategic Role of DSN-MUI in Developing Islamic Economic Law," *Al-Iktisab: Journal of Islamic Economic Law* 7, no. 1 (2023): 1-25.

<sup>53</sup> Mujahidin Mujahidin, "Analysis of the Application of the Maslahah Concept in DSN MUI Fatwa in the Sector of Sharia Economics and Finance," *Al-Kharaj: Jurnal Ekonomi, Keuangan & Bisnis Syariah* 4, no. 6 (2022): 1958-1970.

<sup>54</sup> Syifaun Nada, "Concept of Buying and Selling Transactions Using Quick Response Indonesian Standard Perspective of DSN MUI Fatwa No: 116/DSN-MUI/IX/2017 Concerning Sharia Electronic Money," *JIQSI: Jurnal Ilmu Al Qur'an dan Studi Islam* 1, no. 2 (2023): 65-81.

codified rights, and state-centered enforcement mechanisms. Conversely, the DSN-MUI fatwas are rooted in the Islamic legal tradition, wherein economic conduct is governed by ethical norms derived from religious texts, prioritizing justice, trust, and the avoidance of harm as fundamental principles. The dispute concerning QRIS transaction fees exemplifies how distinct cultural and philosophical foundations yield divergent legal interpretations and practical consequences. The fatwas' focus on consent as a means to mitigate *gharar* (uncertainty) embodies a perspective that upholds contractual freedom within ethical constraints. In contrast, Bank Indonesia's prohibition against transferring Merchant Discount Rate (MDR) costs to consumers reflects a public policy approach aimed at market regulation and consumer protection, independent of individual consent.<sup>55</sup>

The identified QRIS charges, extend beyond mere conflicting regulations; they originate from fundamentally distinct epistemologies of legal reasoning. The secular legal framework, as exemplified by the UUPK and BI regulations, conceptualizes consumer protection through explicit statutory provisions, regulatory directives, and a formalistic emphasis on enforceability. Its knowledge base is derived from legislative and administrative pronouncements. In contrast, the sharia system grounds its guidance in divine revelation and scholarly interpretation, seeking clarity through ethical principles and the prohibition of elements such as *gharar*.<sup>56</sup> A comprehensive understanding of the underlying cultural and epistemological foundations—specifically, how each system conceptualizes and legitimizes legal norms—is essential for elucidating the nature of their divergence and for developing effective policy interventions aimed at bridging these differences and enhancing consumer trust. The presence of conflicting interpretations and regulatory ambiguities, as exemplified by the QRIS fee issue, presents a considerable threat to consumer confidence. Such inconsistencies may generate uncertainty and hesitation among consumers, thereby impeding the widespread adoption and utilization of digital payment systems and ultimately obstructing the broader digital transformation agenda. This impact is especially pronounced for Micro, Small, and Medium Enterprises (MSMEs), which represent a significant proportion of QRIS users. Furthermore, ongoing challenges—including non-transparent terms, pervasive data misuse, and the perceived inadequacy of dispute resolution mechanisms—further undermine consumer trust.

The comparative analysis of the UUPK and the DSN-MUI Fatwa No. 116/2017 demonstrates that the tension between positive law and Islamic normative ethics is not solely doctrinal but fundamentally epistemological. Both frameworks aim to safeguard consumers from injustice, deception, and harm; however, they derive their legitimacy from distinct normative sources: state authority and divine command, respectively. This divergence exemplifies what Mark Van Hoecke characterizes as legal pluralism in context, wherein law operates not as a singular, monolithic system but as a network of interacting normative orders grounded in diverse cultural and moral rationalities.<sup>57</sup> Within Indonesia's hybrid legal environment, the interplay between statutory consumer protection and Sharia-based directives exemplifies the coexistence—and occasional conflict—between positivist formalism and ethical universalism. Theoretically, this relationship

<sup>55</sup> Zalika Fauja, Muhammad Lathief Ilhamy Nasution, and Budi Dharma, "The Implementation of Cashless Payment System in the Msme Sector in the Perspective of Islamic Economics To Encourage the Development of the Digital Economy (Case Study of Posbloc Medan City)," *Istinbath* 22, no. 1 (2023): 57-74.

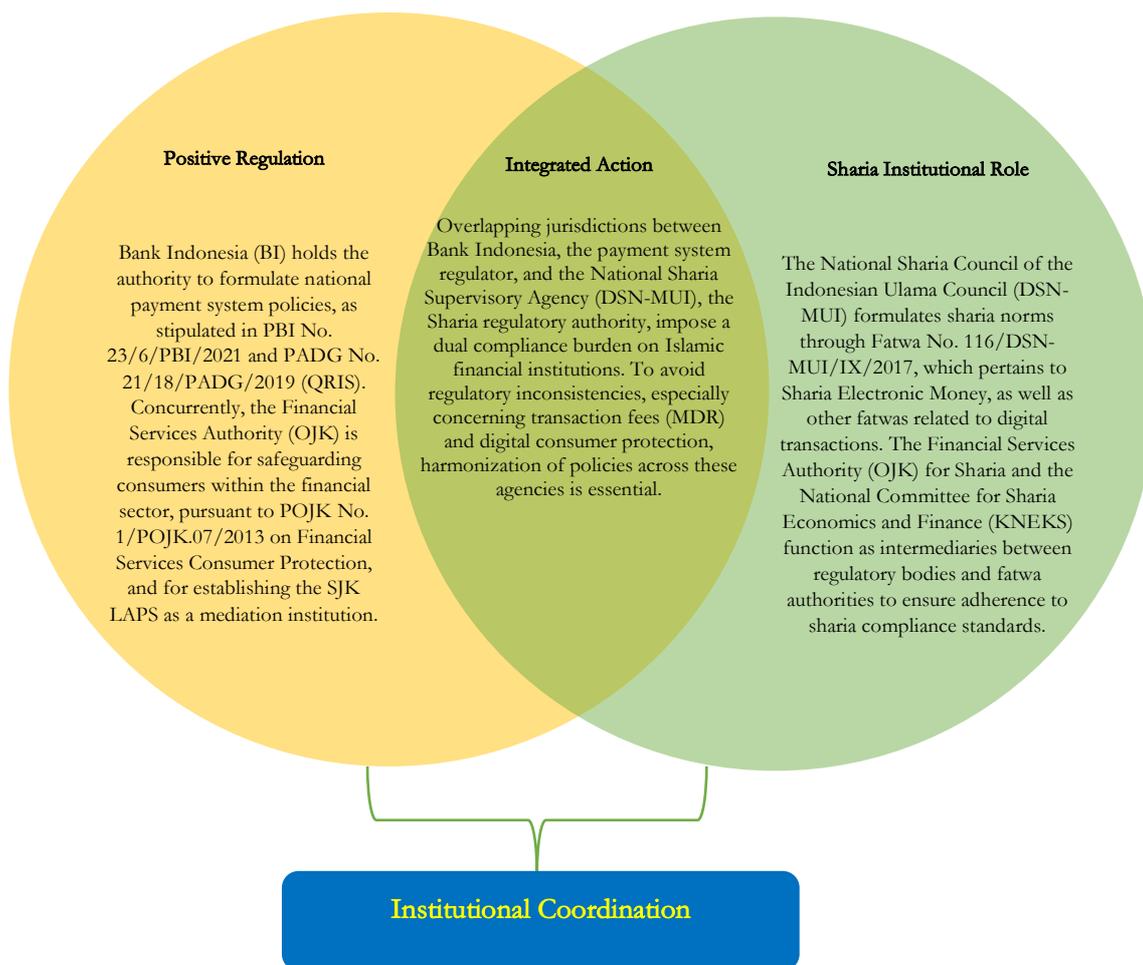
<sup>56</sup> Cucu Susilawati, Ahmad Azam Sulaiman, Muhamad Abduh, Yoyok Prasetyo, Mohamad Anton Athoillah, "Comparative Study on the Regulation of Sharia Financial Technology in Indonesia and Malaysia," *Jurisdictio: Jurnal Hukum dan Syariah* 12, no. 1 (2021): 1-19.

<sup>57</sup> Mark Van Hoecke, *Law as Communication* (Bloomsbury Publishing, 2002), 45-48.



can be understood through a model of normative complementarity, wherein positive law offers procedural certainty and enforceability, while Islamic law provides moral depth and ethical guidance. The UUPK and associated regulations delineate the procedural measures necessary to uphold consumer rights, whereas the Fatwa articulates the moral imperatives underlying these actions. When harmonized, these dual normative modalities can mutually reinforce one another (see Figure 1), thereby establishing a multidimensional framework of consumer protection that integrates legal rigor with moral conscience.

**Figure 1.** Institutional Coordination in the Regulation of Sharia-Compliant Electronic Payment



*Source: Authors' elaboration*

This synthesis carries substantial policy implications. The increasing digitization of financial transactions, exemplified by the widespread adoption of the QRIS system, necessitates a consumer protection framework that not only regulates market conduct but also fosters ethical awareness among stakeholders.<sup>58</sup> Bridging the divide between statutory and religious norms requires more than mere legislative harmonization; it demands a dialogical regulatory approach in which institutions such as Bank Indonesia, the Financial Services Authority (OJK), and the National Sharia Council of the Indonesian Ulama Council (DSN-MUI) collaborate to develop coordinated interpretive frameworks. Such an approach would help mitigate conflicts, such as those arising

<sup>58</sup> Bank Indonesia, "Blueprint Payment System (Indonesian)," 2019, 32-36.

from the Merchant Discount Rate (MDR) controversy, by ensuring that compliance mechanisms integrate both legal enforceability and ethical legitimacy.

Within the broader digital economy, a harmonized model could promote a culture of *amānah* (trustworthiness) and *‘adl* (justice) as foundational principles governing digital transactions. This integration is essential for restoring consumer confidence, particularly in an environment where data misuse, opaque fee structures, and procedural inefficiencies erode trust in digital systems. Embedding ethical principles within regulatory design would not only enhance consumer welfare but also position Indonesia as a regional leader in value-based digital governance, wherein economic modernization proceeds in tandem with moral accountability. Ultimately, the convergence of the Consumer Protection Law (UUPK) and the DSN-MUI Fatwa should be understood not as a pursuit of uniformity but as an endeavor to establish dialogical coherence between secular and religious legal traditions.<sup>59</sup> By acknowledging their shared objectives—justice, transparency, and harm prevention—Indonesia’s consumer protection regime can evolve into a hybrid model that is both juridically robust and ethically grounded, capable of addressing the technical and moral challenges of the digital era.

## Conclusion

This study elucidates Indonesia’s dual legal framework for digital consumer protection, as represented by the Consumer Protection Law (UUPK No. 8 of 1999) and the DSN-MUI Fatwa No. 116/2017, highlighting their shared normative objective of ensuring justice, transparency, and trust in digital financial transactions. Although these frameworks originate from distinct epistemological and cultural foundations, both statutory law and Islamic jurisprudence converge significantly in safeguarding consumers’ rights to clear information, fairness, and data integrity. The UUPK provides a prescriptive and enforceable legal framework grounded in legal certainty, whereas the Fatwa offers an ethical dimension based on the principles of *amānah* (trust), *‘adl* (justice), and the avoidance of *gharar* (excessive uncertainty). The primary scholarly contribution of this study lies in articulating the complementary interaction between these normative systems, demonstrating how legal pluralism in Indonesia can serve as a harmonizing rather than conflicting mechanism in fostering an equitable and ethically coherent model of digital consumer protection.

Nevertheless, this study is constrained by its normative-comparative approach and reliance on secondary legal sources, thereby neglecting empirical aspects. Future investigations should employ interdisciplinary and field-based methodologies to explore how consumers and payment service providers interpret and reconcile overlapping regulatory obligations in practice. Such research would elucidate the behavioral and institutional dynamics that underpin consumer trust, particularly within the context of QRIS-based transactions. Pursuing these avenues will enhance theoretical understanding and inform policy development aimed at fostering a digital economy that is technologically innovative, legally coherent, ethically grounded, and socially sustainable.

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<sup>59</sup> Jasser Auda, *Maqasid Al-Shariah as Philosophy of Islamic Law: A Systems Approach* (International Institute of Islamic Thought, 2008), 141-146.



## Disclosure Statement

The authors declare that no potential conflicts of interest exist concerning the research, authorship, or publication of this article.

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