

# **PELINDUNGAN HUKUM BAGI KONSUMEN ATAS PEMBEBANAN BIAYA LAYANAN QRIS YANG SEHARUSNYA DITANGGUNG PENYEDIA BARANG PADA PERJANJIAN JUAL BELI**

## **INTISARI**

Muh. Alyan Mulya A.<sup>1</sup>, R.A. Antari Innaka Turingsih<sup>2</sup>

Penelitian ini bertujuan untuk mengetahui keabsahan dari transaksi jual beli dengan pembebanan biaya layanan QRIS ditinjau dari prinsip jual beli dan pelindungan hukum bagi konsumen dalam praktik pembebanan biaya layanan QRIS dikaitkan dengan Undang-Undang Perlindungan Konsumen.

Penelitian ini menggunakan metode normatif dibantu korespondensi dengan KPw Bank Indonesia Daerah Istimewa Yogyakarta. Pendekatan peraturan perundang-undangan dan pendekatan konseptual. Bahan hukum utama meliputi KUHPdata, UU 8/1999, UU 23/1999, PBI 23/6/PBI/2021, laman resmi Bank Indonesia dan InterActive QRIS. Analisis dilakukan secara deskriptif-analitis dengan penalaran deduktif untuk menemukan prinsip *surchage* dan konsep pelindungan konsumen.

Hasil penelitian menunjukkan bahwa transaksi dengan praktik biaya admin QRIS telah memenuhi syarat subjektif dalam Pasal 1320 KUHPdata, namun tidak memenuhi syarat objektif karena praktik biaya admin bertentangan dengan Pasal 52 ayat (1) PBI tentang PJP. Pelindungan hukum bagi konsumen dalam praktik pembebanan biaya layanan QRIS oleh pelaku usaha kepada konsumen sangat rendah akibat ketiadaan peraturan teknis tentang pengawasan dan tata cara penegakan pembebanan biaya layanan QRIS.

Kata Kunci: QRIS, MDR, Pelindungan

---

<sup>1</sup> Mahasiswa Konsentrasi Hukum Bisnis, Magister Hukum Bisnis dan Kenegaraan, Fakultas Hukum, Universitas Gadjah Mada, Yogyakarta.

<sup>2</sup> Dosen Fakultas Hukum, Universitas Gadjah Mada, Yogyakarta.

***LEGAL PROTECTION FOR CONSUMERS AGAINST THE LEVYING OF  
QRIS SERVICE FEES MANDATED TO MERCHANTS IN SALE AND  
PURCHASE AGREEMENTS***

***ABSTRACT***

Muh. Alyan Mulya A.<sup>1</sup>, R.A. Antari Innaka Turingsih<sup>2</sup>

*This research aims to determine the validity of sale and purchase transactions involving the imposition of QRIS service fees, examined through the principles of contract law and legal protection for consumers. The study analyzes the practice of levying QRIS service fees in relation to the Consumer Protection Act.*

*The study employs a normative legal research method, supplemented by correspondence with the Bank Indonesia Representative Office of the Special Region of Yogyakarta. It utilizes both statutory and conceptual approaches. The primary legal materials include the Indonesian Civil Code (KUHPerduta), Law No. 8/1999, Law No. 23/1999, Bank Indonesia Regulation (PBI) No. 23/6/PBI/2021, and official data from Bank Indonesia and InterActive QRIS. Data analysis is conducted using a descriptive-analytical method with deductive reasoning to identify surcharge principles and consumer protection concepts.*

*The findings indicate that transactions involving administrative fee practices satisfy the subjective requirements under Article 1320 of the Indonesian Civil Code; however, they fail to meet the objective requirements because the imposition of such fees contravenes Article 52 paragraph (1) of the PBI concerning Payment Service Providers. Legal protection for consumers remains significantly weak due to the absence of technical regulations governing the oversight and enforcement mechanisms regarding the prohibited transfer of QRIS service fees to consumers.*

*Keywords: QRIS, MDR, Protection*

---

<sup>1</sup> Student of Master Degree in Business Law and State law, Faculty of Law, Universitas Gadjah Mada

<sup>2</sup> Lecturer in Faculty of Law, Universitas Gadjah Mada