

ABSTRACT

The practice of imposing additional fees (surcharge) on QRIS transactions by MSMEs is still found in various regions, including Cikarang, despite Bank Indonesia's prohibition of such practice through Bank Indonesia Regulation Number 23/6/PBI/2021. This study aims to analyze the views of Cikarang community members on the practice of imposing additional fees on QRIS transactions by MSMEs, reasons MSMEs impose these fees, as well as the views of Islamic commercial jurisprudence (fiqh muamalah) experts and financial experts on this practice.

This study employs a qualitative method with a case study approach. Data were collected through observation, in-depth interviews, and documentation involving nine informants consisting of five MSME operators, two QRIS consumers, one Islamic commercial jurisprudence expert from the Indonesian Ulema Council of Bekasi Regency, and one financial expert from academia. Data analysis was conducted through the stages of data reduction, data presentation, and drawing conclusions, and then examined through the framework of Islamic commercial jurisprudence using the approach of sale-and-purchase contract and the concept of ulil amri.

The findings show that consumers' views on the surcharge practice are more determined by how the information is communicated than by the amount of the fee, while MSME operators' impose the surcharge because they feel burdened by the MDR, their level of understanding of Bank Indonesia regulations, the influence of fellow business operators, and advice from family members. Both the Islamic commercial jurisprudence expert and the financial expert consider this practice problematic because it involves price ambiguity and places the burden of cost on the party who should not bear it. Examined through the framework of Islamic commercial jurisprudence, the surcharge practice is deemed invalid due to the element of gharar when it is not communicated from the outset, and still violates the ulil amri provisions even when disclosed transparently.

Keywords: QRIS, surcharge, MSMEs, Islamic commercial jurisprudence, sale-and-purchase contract, ulil amri