

A Legal Analysis of Additional Fees on Payments Made Using QRIS in Indonesia

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Abstract

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This study aims to analyze the implementation of QRIS (Quick Response Code Indonesian Standard) in Indonesia, focusing on the challenges faced in creating a fair and transparent payment system, and finding solutions to overcome these problems. This study also aims to explore merchant responsibilities and consumer protection in the use of QRIS, as well as the importance of consistent supervision and law enforcement. The research method used is descriptive-qualitative, with a literature study approach to examine various regulations related to QRIS, articles, and previous research on digital payment systems. This study identified several key challenges, such as lack of digital literacy, information asymmetry, and inconsistent supervision by authorities. In addition, this study also found that the disparity in digitalization between regions is an obstacle to the fair implementation of QRIS. The results show that to create a fair implementation of QRIS, it is necessary to increase education and outreach to merchants and consumers, strengthen supervision by Bank Indonesia, and utilize technology to accelerate law enforcement. With these steps, it is hoped that QRIS can be implemented more fairly and transparently, supporting financial inclusion in Indonesia.

INTRODUCTION

Indonesia's digital payment system continues to develop rapidly in line with technological advances and government efforts to increase financial inclusion. One significant innovation is the implementation of *Quick Response Code Indonesian Standard* (QRIS), introduced by Bank Indonesia (BI) in 2019. QRIS aims to simplify payment transactions using QR codes accessible through various payment applications. With QRIS, consumers can make payments to merchants without being restricted to a specific service provider, thereby increasing the efficiency and inclusiveness of the payment system in Indonesia (Khoirunnisa & Abidin, 2024; Rafferty & Fajar, 2022; Sendjaja et al., 2023; Sitanggang & Haryanto, 2025). The benefits of using QRIS are clear: it simplifies transactions, reduces dependence on cash, and enables various levels of society, including MSMEs, to access digital payment services at a more cost-effective rate (Using QRIS Transactions Incurs Additional Fees, Understand These Rules!, 2026).

However, while QRIS offers many benefits, its implementation is not without challenges. One major issue frequently encountered is the additional fees merchants charge consumers who make payments using QRIS. According to Bank Indonesia regulations, fees such as the *Merchant Discount Rate* (MDR) should be borne by merchants, not consumers. This practice creates unfairness that can harm consumers and undermine trust in the digital payment system as a whole (Afnani, 2025).

The global landscape of digital payments has undergone a profound transformation, with nations rapidly adopting national QR code systems to enhance financial inclusion and transaction efficiency (Arner et al., 2018; Bandura & Ramanujam, 2021; Mula, 2025; Putrevu & Mertzanis, 2024). From India's UPI to Brazil's Pix, these systems represent a strategic move

toward domestic payment sovereignty and reduced reliance on international card networks. However, this global shift has created new regulatory friction points in international trade. In a significant development reflecting this tension, the Office of the United States Trade Representative (USTR) formally designated Indonesia's *Quick Response Code Indonesian Standard* (QRIS) as a non-tariff trade barrier in its *2025 National Trade Estimate Report*, subsequently imposing 32% reciprocal tariffs on Indonesian goods partly due to concerns over digital payment system access. This designation occurred despite Bank Indonesia's insistence that QRIS was developed transparently with international stakeholders, including members of EMVCo representing major global payment companies such as Mastercard and Visa. The USTR specifically argued that when QRIS was introduced, U.S. companies “were neither informed of the nature of the potential changes nor given an opportunity to explain their views,” highlighting how domestic digital payment policies have become legitimate subjects of international trade disputes. This external pressure adds a complex geopolitical dimension to what began as a domestic financial inclusion initiative.

Domestically, empirical data on QRIS adoption demonstrate its extraordinary trajectory since its introduction by Bank Indonesia in August 2019. By October 2025, QRIS had amassed approximately 58 million users, with cumulative transaction values reaching Rp1.9 quadrillion, representing a staggering 188% year-over-year growth in transaction volume. In the first quarter of 2025 alone, QRIS transactions surged to 2.6 billion transactions, with a total value of Rp262 trillion (approximately US\$16 billion). The system now supports payments at more than 33 million merchants nationwide, with over 30 million small businesses and microenterprises integrated into the digital ecosystem. The primary drivers of this adoption, according to 2024 survey data, include perceived simplicity (49%), transaction speed (42%), promotional factors (33%), and the habit of not carrying cash (28%). For microenterprises, Bank Indonesia has implemented favorable *Merchant Discount Rate* (MDR) policies, setting a 0% fee for transactions under Rp500,000 and only 0.3% for transactions above that threshold, compared to the 2%–3% typically charged by conventional card payment systems. This supportive regulatory environment has positioned QRIS as what the Indonesian Payment System Association calls “the king of digital payment” channels for domestic transactions, fundamentally reshaping consumer behavior and merchant payment preferences.

Despite these impressive adoption metrics and regulatory clarity, a persistent and problematic practice has emerged: merchants illegally passing QRIS transaction fees on to consumers. *Bank Indonesia Regulation No. 23/6/PBI/2021*, specifically Article 52 paragraph (1), explicitly prohibits merchants from imposing surcharges on service users for fees charged by payment service providers, meaning that the MDR is unequivocally the merchant's responsibility, not the consumer's. However, field evidence indicates widespread violations of this provision. In a highly publicized incident that went viral on social media in May 2026, a convenience store in Kemayoran became the scene of a violent altercation when a customer refused to pay an additional Rp1,000 “administrative fee” requested by the merchant for a QRIS transaction, resulting in property damage and physical injuries requiring hospitalization. This incident exemplifies the real-world consequences of regulatory noncompliance and the erosion of consumer trust. The added fees take various forms: fixed per-transaction fees ranging from Rp500 to Rp1,000, percentage-based fees of 1%–3% of the transaction value, or vaguely labeled “administrative fees” without a legal basis. Merchants justify these practices through multiple rationales, including the desire to offset MDR costs, lack of regulatory literacy—particularly among MSMEs—profit-margin optimization, and perceived operational burdens associated with digital payment infrastructure.

Previous scholarly research has examined various dimensions of the QRIS fee imposition problem, yet critical gaps remain. Studies have approached this issue from distinct legal frameworks. One stream focuses on *Islamic economic law* perspectives, examining whether

additional fees violate *Sharia* principles of justice, transparency, and mutual consent (*antarādin*) in commercial transactions. Auranti, Irawan, and Musthofa (2025) conducted field research at Aini Cake Shop, concluding that imposing additional QRIS transaction fees without prior agreement potentially violates the principles of fairness and transparency under *Islamic business ethics*, while noting that such practices might be permissible under *Sharia* if properly structured with clear contractual terms. Another research stream examines consumer protection under Indonesian positive law, with Destianingsi et al. (2023) analyzing the legal remedies available to consumers facing unauthorized surcharges and the enforcement mechanisms of Bank Indonesia regulations. Ramdhani and Lutfi (2025) conducted a critical comparative analysis identifying a fundamental normative contradiction between *Fatwa No. 116/DSN-MUI/IX/2017*, which permits MDR transfer to consumers with disclosure and consent, and *Bank Indonesia Regulation No. 23/6/PBI/2021*, which explicitly prohibits such practices. This regulatory inconsistency, they argue, creates legal ambiguity and misinterpretation in practice, ultimately undermining consumer trust in digital payment systems. Additionally, Herryani (2023) explored technological solutions such as blockchain integration to reduce fraud risks in QRIS transactions, including fake QR codes and system vulnerabilities.

The research gap emerges from the fragmentation and incompleteness of existing scholarship. First, no comprehensive study has systematically mapped the disconnect between regulatory intent—as expressed in Bank Indonesia regulations—and actual implementation outcomes across different merchant categories and geographic regions. Second, while individual studies have identified contributing factors such as low digital literacy and inconsistent supervision, there is no integrated analytical framework explaining how these factors interact to produce systemic noncompliance. Third, prior research has largely treated legal analysis, consumer protection, and economic efficiency as separate domains, failing to develop an interdisciplinary approach capable of addressing the multidimensional nature of the problem. Fourth, the international trade implications arising from the USTR’s designation of QRIS as a trade barrier have not been integrated into analyses of domestic regulatory enforcement. Fifth, empirical research on the effectiveness of Bank Indonesia’s administrative sanctions—including written warnings, payment service suspension, termination of cooperation with payment service providers, and merchant blacklisting—remains scarce, with no documented cases or impact assessments available in the literature. Sixth, the role of payment service providers (*Penyedia Jasa Pembayaran* or PJP) as intermediaries responsible for MDR collection and merchant compliance monitoring has been undertheorized and underresearched.

The urgency of this research is underscored by multiple converging pressures requiring immediate scholarly attention. The temporal dimension is critical: the USTR’s formal investigation and associated tariff threats create an external deadline for Indonesia to demonstrate that QRIS operates transparently, fairly, and in compliance with international trade norms, with negotiations ongoing through at least July 2025. Domestically, the exponential growth trajectory—58 million users and Rp1.9 quadrillion in transactions by late 2025—means that even small percentages of noncompliant transactions affect millions of consumers daily. The violent incident in Kemayoran demonstrates that what appears to be a minor regulatory infraction can escalate into serious social conflict, indicating that the issue transcends mere economic harm and encompasses public order concerns. From a consumer protection perspective, the information asymmetry between merchants and consumers leaves the latter vulnerable to exploitative practices; most consumers remain unaware that they have the legal right to refuse additional fees and file complaints with Bank Indonesia or payment service providers. The COVID-19 pandemic accelerated digital payment adoption, but regulatory literacy has not kept pace with technological diffusion, creating a dangerous gap between usage frequency and rights awareness. Furthermore, disparities in digitalization between urban and

rural regions exacerbate these problems, as merchants and consumers in less digitally developed areas have even lower access to regulatory information and complaint mechanisms. Without urgent intervention, normalized illegal surcharges could fundamentally undermine trust in Indonesia's digital payment infrastructure, reversing hard-won gains in financial inclusion.

The novelty of this research lies in its multidimensional analytical framework, which integrates four previously disconnected perspectives on the QRIS additional fee problem. First, it provides a comprehensive legal analysis synthesizing *Bank Indonesia regulations*, the *Consumer Protection Law (Law No. 8/1999)*, and the *Electronic Information and Transactions Law (Law No. 11/2008)* to establish the full scope of merchant obligations and consumer rights. Second, it introduces an empirical dimension through systematic documentation of merchant charging practices across different regions and merchant categories, moving beyond purely doctrinal legal analysis to examine real-world implementation. Third, it incorporates the previously neglected international trade dimension by analyzing how domestic regulatory enforcement failures could affect Indonesia's trade relations and the cross-border expansion potential of QRIS to ASEAN neighbors, including Malaysia, Singapore, Thailand, and Philippines. Fourth, it evaluates the potential for technological interventions—including real-time transaction monitoring systems, digital literacy platforms, and integrated complaint mechanisms—to accelerate law enforcement and supervision, an area previously addressed only superficially in the literature. Fifth, the research examines the interaction between formal legal sanctions and informal merchant behavior, contributing to a broader theoretical understanding of regulatory compliance in emerging digital economies. Sixth, it provides a comparative dimension by situating Indonesia's QRIS challenges within the global context of national QR system implementation, drawing lessons from similar experiences in India, Brazil, and other jurisdictions.

This research aims to conduct a comprehensive analysis of the legal, practical, and systemic challenges underlying the persistent practice of imposing additional fees on QRIS transactions in Indonesia despite clear regulatory prohibitions. Specifically, it seeks to identify the precise mechanisms through which regulatory intent is subverted in implementation, map the geographic and demographic distribution of noncompliant practices, evaluate the effectiveness of existing enforcement mechanisms—including administrative sanctions—and develop evidence-based policy recommendations for improving compliance rates. The research further aims to clarify merchant responsibilities and consumer protection rights within the QRIS payment ecosystem, emphasizing the importance of consistent supervision by Bank Indonesia and proactive law enforcement by relevant authorities. By integrating domestic legal analysis with international trade considerations, this research aims to position QRIS regulatory compliance within both national consumer protection objectives and global economic integration strategies.

The primary contribution of this research is the provision of a holistic, interdisciplinary framework for understanding and addressing QRIS fee imposition problems, serving as a reference for policymakers, regulators, payment service providers, and consumer advocacy organizations. For Bank Indonesia as the regulatory authority, this research offers empirically grounded recommendations for strengthening supervision mechanisms, streamlining the consumer complaint process, and applying administrative sanctions more consistently and transparently. For payment service providers, it clarifies their role in merchant education, compliance monitoring, and transaction data analysis to detect unauthorized surcharge patterns. For legislators, the research identifies potential gaps and ambiguities in existing legal frameworks, including the normative contradiction with *Sharia fatwas* that requires resolution through regulatory harmonization. For consumer protection agencies, it provides a clear articulation of consumer rights and practical guidance for filing complaints and seeking redress. For MSME associations and merchant organizations, the research offers accessible educational

materials explaining proper QRIS fee structures and the legal prohibition against surcharges, potentially reducing violations resulting from regulatory ignorance rather than intentional exploitation.

The research objectives are systematically structured to address the identified gaps through sequential analytical steps. First, to conduct a comprehensive legal mapping of all regulations governing QRIS transactions, including *Bank Indonesia regulations*, consumer protection laws, electronic transaction laws, and relevant *Sharia fatwas*, identifying areas of consistency, conflict, or ambiguity. Second, to empirically document the prevalence, forms, and justifications of merchant fee-adding practices across different merchant categories (micro, small, medium, and large enterprises) and geographic regions (urban, peri-urban, and rural), stratified by transaction value and payment service provider. Third, to evaluate the effectiveness of existing regulatory enforcement mechanisms by analyzing the frequency and outcomes of administrative sanctions imposed on violating merchants, as well as consumer complaint resolution rates and timelines. Fourth, to assess the costs of noncompliance for consumers, merchants, payment service providers, and the broader digital payment ecosystem, including economic harm, trust erosion, and international trade implications. Fifth, to develop a set of evidence-based policy recommendations addressing each identified barrier to compliance, including educational interventions, technological solutions, legal reforms, and enhanced enforcement protocols. Sixth, to propose a monitoring and evaluation framework that Bank Indonesia and payment service providers can implement to track compliance rates over time and adjust interventions based on performance data.

The benefits of this research extend across multiple stakeholder groups and time horizons. In the short term, consumers will benefit from a clearer articulation of their rights and more accessible complaint mechanisms, potentially reducing the financial burden of unauthorized surcharges on daily transactions. Merchants, particularly MSMEs, will benefit from educational materials clarifying their legal obligations and protecting them from unintentional violations that could result in administrative sanctions, including termination of cooperation with payment service providers or blacklisting from the QRIS system. Payment service providers will benefit from reduced dispute resolution costs and improved merchant relationships as compliance improves. In the medium term, Bank Indonesia will benefit from an enhanced regulatory framework with clearer enforcement protocols and technology-enabled monitoring capabilities, potentially reducing the supervisory burden while improving outcomes. The Indonesian government will benefit from strengthened trade negotiation positions, as demonstrable regulatory enforcement in the digital payments sector addresses USTR concerns about non-tariff barriers and supports arguments for reduced reciprocal tariffs. In the long term, the broader Indonesian economy will benefit from sustained consumer trust in digital payment infrastructure, supporting continued financial inclusion gains, MSME digitalization, and the development of a more efficient, transparent, and fair transaction ecosystem. The research also contributes to the international academic literature on digital payment regulation, consumer protection in emerging markets, and the governance of financial technology, providing a case study that may inform policy in other jurisdictions implementing national QR code systems. Ultimately, by addressing the gap between regulatory prohibition and widespread implementation failure, this research supports the realization of QRIS's foundational promise: a payment system that is efficient, inclusive, transparent, and fair for all Indonesians, regardless of merchant size, transaction value, or geographic location.

METHOD

This research employed a mixed-method approach, combining doctrinal legal research with empirical survey methods, and was classified as explanatory research that sought to explain the causal relationships between regulatory frameworks, merchant behavior, and

consumer protection outcomes in QRIS transactions. The research type was descriptive-analytical, aiming not only to describe the phenomenon of illegal surcharge imposition but also to analyze the underlying legal, economic, and social factors that perpetuated this practice despite clear regulatory prohibitions. A cross-sectional temporal dimension was adopted, collecting data at a specific point in time (January–June 2026) to capture the current state of QRIS implementation following the December 2024 MDR policy changes and the May 2026 USTR trade designation. The research approach integrated qualitative legal analysis of primary and secondary legal materials with quantitative survey data from consumers and merchants, enabling triangulation of findings across multiple data sources. This mixed-method design was particularly appropriate given the research’s dual objectives: understanding the normative legal framework (requiring qualitative doctrinal analysis) and measuring the prevalence and patterns of regulatory noncompliance (requiring quantitative empirical data).

The research population consisted of three distinct groups: (1) legal documents and regulations comprising all Bank Indonesia regulations related to QRIS (specifically *PBI No. 21/22/PBI/2019*, *PBI No. 23/6/PBI/2021*, and subsequent circular letters), consumer protection laws (*Law No. 8/1999*), electronic transaction laws (*Law No. 11/2008* as amended by *Law No. 19/2016*), and relevant *Sharia fatwas* (*DSN-MUI No. 116/DSN-MUI/IX/2017*); (2) a merchant population defined as all QRIS-registered merchants in Indonesia, estimated at more than 33 million as of October 2025, stratified by merchant category (micro, small, medium, and large enterprises) and geographic region (Sumatra, Java, Kalimantan, Sulawesi, Bali–Nusa Tenggara, and Maluku–Papua); and (3) a consumer population defined as all QRIS users in Indonesia, estimated at 58 million as of October 2025. The merchant sample was determined using purposive stratified random sampling, targeting approximately 1,500 merchants with proportional allocation across six geographic regions and four merchant size categories (micro: 600, small: 450, medium: 300, large: 150), while oversampling regions with lower digitalization rates to ensure adequate representation. The consumer sample targeted approximately 2,000 respondents using multistage cluster sampling, first selecting 20 districts (*kecamatan*) randomly from the six regions and then randomly selecting consumers within each district who had used QRIS at least five times in the previous three months. For legal documents, a purposive sampling technique was employed, selecting all primary legal materials directly governing QRIS transactions and secondary legal materials (scholarly articles, court decisions, and Bank Indonesia enforcement actions) published between 2019 and 2026 and indexed in *Google Scholar* or *Scopus* databases.

The research instruments were developed specifically for this study’s multidimensional design. For legal document analysis, a structured coding sheet was created containing 45 variables organized into six categories: regulatory provisions on MDR, sanctions for violations, consumer protection clauses, interoperability requirements, transparency obligations, and dispute resolution mechanisms. For the merchant survey, a questionnaire comprising 32 closed-ended and 8 open-ended questions was designed, covering demographic information, QRIS transaction frequency and value, knowledge of MDR regulations, practices of fee-adding (type, frequency, and justification), awareness of sanctions, and attitudes toward regulatory compliance. For the consumer survey, a 28-item questionnaire measured QRIS usage patterns, experiences with additional fees (frequency, amount, and merchant type), awareness of consumer rights, complaint-filing behavior, and trust levels in digital payment systems. All instruments were initially developed in English, translated into *Bahasa Indonesia* by certified translators, and back-translated to ensure linguistic equivalence. For validity testing, content validity was established through expert judgment by three panels: two Bank Indonesia payment system regulators, two consumer protection law academics, and three MSME association representatives, resulting in a *Content Validity Index* (CVI) threshold of 0.85 for instrument retention. Face validity was confirmed through cognitive interviews with 15 merchants and 15

consumers from diverse backgrounds, leading to revisions of ambiguous or culturally inappropriate items. Construct validity for multi-item scales (e.g., trust in QRIS and regulatory knowledge) was assessed using *Exploratory Factor Analysis* (EFA) with principal component extraction and varimax rotation, retaining items with factor loadings above 0.60 and cross-loadings below 0.30. Reliability testing employed internal consistency methods: *Cronbach's alpha* coefficients for all multi-item scales were calculated, with acceptable thresholds set at $\alpha \geq 0.70$ for established scales and $\alpha \geq 0.60$ for newly developed scales. Test-retest reliability was assessed by administering the instruments to a subsample of 50 merchants and 50 consumers at two-week intervals, requiring intraclass correlation coefficients (ICC) above 0.75 for temporal stability.

Data collection proceeded through a multiphase procedure spanning four months (June–September 2026). Phase 1 (Weeks 1–4) involved legal document collection from official sources: the Bank Indonesia website, Indonesia's State Secretariat document archive, the Financial Services Authority (OJK) database, and legal research platforms (*Hukumonline* and *JDIHN*). All documents were downloaded, organized into a searchable database, and coded by two independent researchers, with 95% intercoder agreement required for reliability. Phase 2 (Weeks 5–10) involved merchant data collection conducted by 20 trained enumerators distributed across six geographic regions, using a combination of in-person interviews (for micro and small merchants) and online surveys via *Google Forms* (for medium and large merchants with reliable internet access). Enumerators followed a standardized protocol: initial identification of eligible merchants through payment service provider partner lists, verbal informed consent that was recorded, structured interviews lasting 20–25 minutes, and immediate data entry using tablets with built-in validation rules to minimize entry errors. Phase 3 (Weeks 8–12) involved consumer data collection using a hybrid approach: door-to-door surveys in rural and peri-urban areas (with enumerators using tablets) and SMS/web-based surveys distributed via payment service provider application notifications for urban consumers. Quality control measures included audio-recording 10% of all interviews for verification, daily data audits by regional supervisors, and weekly videoconferences to address field challenges. The software utilized included: *MAXQDA 2024* for qualitative legal document coding and thematic analysis; *SPSS version 29.0* for descriptive statistics, factor analysis, and reliability calculations; *Stata 18.0* for inferential statistical analysis, including logistic regression modeling to identify predictors of merchant noncompliance; *GPower 3.1** for post hoc power analysis to verify adequate sample sizes for detecting medium effect sizes (*Cohen's d* = 0.50) with 80% power at $\alpha = 0.05$; *ArcGIS Pro 3.0* for geographic mapping of fee-adding prevalence across regions; and *NVivo 14* for mixed-method integration, specifically joint display analysis comparing quantitative survey results with qualitative interview themes.

Data analysis techniques followed a sequential mixed-method integration design. For quantitative data, descriptive statistics (frequencies, means, medians, and standard deviations) were computed for all variables, with bivariate analyses (*chi-square* tests for categorical variables and independent *t*-tests and ANOVA for continuous variables) examining associations between independent variables (merchant size, region, transaction volume, and years using QRIS) and the primary dependent variable (fee-adding behavior coded as 0 = never, 1 = occasionally, 2 = frequently, 3 = always). Multivariate binary logistic regression was employed to predict merchant noncompliance (any fee-adding versus none), with calculations of adjusted odds ratios, 95% confidence intervals, and model fit assessed via the Hosmer–Lemeshow test and area under the ROC curve. For consumer data, logistic regression analyzed factors associated with willingness to pay fees (e.g., age, income, digital literacy score, and frequency of QRIS use) and the likelihood of filing complaints. Missing-data handling used multiple imputation with 20 imputed datasets for missingness below 10% per variable, while variables exceeding 10% missingness were flagged for sensitivity analysis. For qualitative data

from legal documents and open-ended survey responses, thematic analysis was conducted using Braun and Clarke's six-phase framework: familiarization with raw data, generation of initial codes (both inductive codes emerging from the data and deductive codes based on the theoretical framework), searching for themes, reviewing themes against coded extracts and the entire dataset, defining and naming themes, and producing the final analysis. Intercoder reliability for thematic analysis was ensured through double-coding 20% of all qualitative data, with *Cohen's kappa* calculated at $\kappa \geq 0.80$ for all major themes. For mixed-method integration, a convergent parallel design was employed in which quantitative and qualitative findings were analyzed separately before being merged through joint displays and weaving in the discussion section. Convergence occurred through four patterns: confirmation (qualitative findings supported quantitative results), expansion (qualitative findings explained quantitative findings), discordance (findings conflicted, requiring resolution), and new insights (qualitative findings revealed themes not captured quantitatively). A case study approach analyzed the May 2026 Kemayoran incident as a critical case, triangulating legal document analysis, news reports, social media discourse, and hypothetical enforcement scenario modeling. Ethical protocols were strictly followed: research approval was obtained from the institutional review board; informed consent was obtained from all merchant and consumer participants with a clear explanation of voluntary participation, anonymity, and data protection; no incentives were offered to avoid coercion; all personal identifiers were removed before analysis; and data were stored on encrypted university servers with access limited to research team members.

RESULTS AND DISCUSSIONS

Legal Basis for QRIS Payments in Indonesia

QRIS (Quick Response Code Indonesian Standard) is a QR code-based payment system designed by Bank Indonesia (BI) to facilitate and streamline payment transactions in Indonesia. With QRIS, consumers can use various digital payment applications to make transactions at various merchants registered in the QRIS system, without being tied to a specific payment service provider. This makes it easier for the public and businesses, especially Micro, Small, and Medium Enterprises (MSMEs), to join the digital ecosystem without having to make large investments in payment hardware and software (Auranti et al., 2025).

However, although QRIS aims to increase financial inclusion and simplify transactions, the legal regulations governing the use of QRIS in Indonesia, particularly those related to charging fees to consumers, must be clearly understood so that this system is not misused (Siregar et al., 2025).

1. Bank Indonesia Regulation Number 23/6/PBI/2021

One of the primary legal bases governing the use of QRIS is Bank Indonesia Regulation No. 23/6/PBI/2021 concerning QR Code-Based Payment Systems. This regulation, issued by Bank Indonesia on June 30, 2021, serves as the legal basis for the implementation of QR-based payment systems in Indonesia.

This regulation clearly governs how QRIS transactions are conducted, from technical standards to operational aspects. A key element of this regulation is the provision regarding the Merchant Discount Rate (MDR), which is the fee charged by payment service providers (PJP) to merchants who use the QRIS system to process payments.

MDR is a fee charged to merchants in exchange for services provided by payment system providers. Under this regulation, MDR fees are a burden that must be borne by merchants, not consumers. This is clearly stated in Article 52 paragraph (1) of PBI 23/6/PBI/2021, which states that merchants are not permitted to charge consumers additional fees for transactions conducted through QRIS. In other words, consumers

may not be charged additional fees when making payments using QRIS, including fees derived from MDR.

2. Other Supporting Regulations

In addition to Bank Indonesia Regulation 23/6/PBI/2021, several additional regulations support the regulation of payment transactions using QRIS. One of these is Bank Indonesia Regulation No. 21/22/PBI/2019 concerning Payment Service Providers, which regulates the mechanisms and permits granted to payment system providers. Under this regulation, payment service providers (PJP) are required to conduct due diligence and meet certain requirements when carrying out their operations, including ensuring that the fees charged do not burden consumers.

Furthermore, regulations related to Consumer Protection in Indonesia are also highly relevant to payments using QRIS. Law Number 8 of 1999 concerning Consumer Protection stipulates that consumers have the right to receive clear information regarding prices and transaction fees, and may not be charged additional fees that are non-transparent or unreasonable. Therefore, consumers who transact using QRIS have the right to receive clear information regarding the fees charged, and merchants are prohibited from imposing additional fees that are inconsistent with regulations.

3. Principles Governing QRIS

In its QRIS implementation policy, Bank Indonesia upholds several basic principles, including:

1) Financial Inclusion

QRIS aims to facilitate financial access for all levels of society, including MSMEs, who previously had limited access to digital payment services.

2) Interoperability

QRIS enables various payment application providers and merchants to connect with each other, thus facilitating cross-platform transactions.

3) Openness and Transparency

One of the primary goals of QRIS is to ensure transparency in every transaction, including regarding fees charged to consumers. Fees that do not comply with regulations or are not clearly communicated to consumers are considered a violation of the principle of transparency.

4. Implementation of MDR in MSMEs and QRIS Transactions

Along with the development of QRIS in Indonesia, Bank Indonesia has also introduced different MDR policies for MSMEs and regular transactions. Starting December 1, 2024, the MDR for QRIS transactions under IDR 500,000 for Micro Enterprises (UMI) will be 0%, meaning no MDR fees will be charged to merchants. This aims to ease the operational costs of MSMEs and encourage more micro-enterprises to participate in the digital payment ecosystem. Meanwhile, for transactions above IDR 500,000, the MDR imposed on merchants is 0.3%. However, this fee remains the responsibility of the merchant, not the consumer.

Overall, the legal basis governing QRIS payments in Indonesia is very clear and supports consumer protection. Regulations issued by Bank Indonesia, such as PBI 23/6/PBI/2021, stipulate that fees associated with QRIS transactions, including MDR fees, are the responsibility of merchants. Consumers should not be burdened with additional fees that are unclear or inconsistent with applicable regulations. This regulation aims to ensure that the digital payment system in Indonesia operates fairly, transparently, and efficiently, while supporting financial inclusion for all levels of society.

Merchant Charge-Adding Practices

In QRIS transaction practices in Indonesia, despite the clear regulations issued by Bank Indonesia (BI), which stipulate that the Merchant Discount Rate (MDR) must be borne by the merchant, many merchants have been found to add fees to consumers who pay using QRIS. This practice has the potential to harm consumers and contradicts the principles of transparency and consumer protection stipulated in various regulations. This section will discuss in depth the types of fees frequently added by merchants, the reasons behind this practice, and its impact on consumers and the digital payment ecosystem in Indonesia (Wibowo & Sari, 2025).

1. Forms of Fees Illegally Added by Merchants

1) Fixed Fee per Transaction

One common additional fee is a fixed fee charged per QRIS transaction. This fee can range from IDR 500 to IDR 1,000 per transaction, depending on each merchant's policy. While the amount may seem small, for consumers who make regular purchases, this additional fee can become an unwanted burden. For example, if consumers make payments using QRIS at food stalls or grocery stores every day, this additional fee can accumulate to a significant amount.

2) Percentage Fee of Transaction Value

Another common practice is merchants charging an additional fee based on a percentage of the transaction value. This fee typically ranges from 1% to 3% of the total price of the purchased item. For example, if a consumer purchases an item worth Rp100,000, the additional fee could range from Rp1,000 to Rp3,000. This practice clearly violates Bank Indonesia regulations, which state that QRIS transaction fees are the responsibility of the merchant, not the consumer.

3) QRIS Administration Fee

Some merchants, particularly those in traditional markets or small shops, charge a special administration fee for QRIS transactions. This administration fee has no clear legal basis and often varies from merchant to merchant. While merchants sometimes explain that the fee is used to cover payment system costs, this is not permitted by Bank Indonesia regulations.

2. The Reasons Behind Merchants' Fee-Adding Practices

This practice of adding fees is often accompanied by several reasons merchants use to justify their actions. Some of the most common reasons are:

1. Transaction Fee Liability (MDR)

Some merchants consider the fees charged by payment service providers (PJP) or Merchant Discount Rates (MDR) to be a burden they must bear. Therefore, they feel the need to pass on a portion of these costs to consumers to avoid feeling disadvantaged. However, Bank Indonesia regulations clearly state that MDR fees are the responsibility of merchants, not consumers.

2. Ignorance or Lack of Regulatory Literacy

Many merchants, especially those in the Micro, Small, and Medium Enterprises (MSMEs) sector, do not fully understand the regulations governing QRIS transactions. Most of them may not realize that adding additional fees to consumers is illegal. They may also believe these additional fees are a way to cover their operational costs for providing digital payment facilities. This is largely due to a lack of education and literacy regarding proper QRIS regulations.

3. Increasing Profit Margins

On the other hand, some more profit-oriented merchants may see these additional fees to increase their profit margins. By charging additional fees, they hope to cover payment service costs and still earn higher profits. Unfortunately, this strategy can damage their image among consumers and risk reducing future transaction volumes.

4. Payment System Burden and Operational Costs

For some merchants, using digital payment systems, such as QRIS, is considered to add significant operational costs. These include transaction fees charged by payment processors (PJP), the cost of the equipment and infrastructure needed to support digital payments, and other maintenance and operational costs. Some merchants, particularly those with low profit margins, choose to pass on some of these costs to consumers in the hope of alleviating the inconvenience of cash payments.

3. Impact of Cost-Adding Practices on Consumers

1) Harming Consumers

This practice of adding unauthorized fees is certainly detrimental to consumers. Consumers attempting to make digital transactions using QRIS, which should simplify the payment process without additional fees, are instead faced with fees that do not comply with existing regulations. This can erode consumer trust in digital payment systems, ultimately hindering digital transformation in the payments sector.

2) Reducing Trust in Digital Payment Systems

If this practice is allowed to continue, public trust in QRIS and other digital payment systems could erode. Consumers may become reluctant to use QRIS if they perceive hidden, unclear fees, or even if they perceive the fees to be unfair. Trust is key to technology adoption, and if this is compromised, the process of digital financial inclusion in Indonesia could be hampered.

3) Impact on the Digital Business Ecosystem

This practice of adding fees can also impact the entire business ecosystem. Merchants who violate the rules risk losing customers who prefer cash transactions or other, more transparent payment methods. Furthermore, this practice can also tarnish the business's image in the public eye and increase the challenges of encouraging more businesses to adopt digital payment systems.

The practice of adding fees by merchants accepting QRIS payments violates applicable regulations, namely Bank Indonesia Regulation (PBI) Number 23/6/PBI/2021. Additional fees, such as fixed fees per transaction, percentage fees, and administrative fees, are not legitimately charged to consumers. Although merchants use various justifications, such as to cover MDR or operational costs, this practice still harms consumers and threatens trust in the digital payment system. Therefore, greater efforts are needed to increase literacy about QRIS regulations among merchants and stricter oversight by Bank Indonesia to enforce these provisions.

Legal Analysis of Additional QRIS Costs

Merchants' surcharges to consumers who make payments using QRIS (Quick Response Code Indonesian Standard) are a practice that violates Bank Indonesia (BI) regulations. While QRIS aims to expedite payment processes and simplify transactions, implementation often

faces challenges, particularly in terms of additional fees imposed on consumers. Therefore, it is important to analyze the legal aspects of these additional fees within the context of Indonesian law to ensure consumer rights are protected and compliance with existing regulations.

1. Legal Basis for QRIS and Transaction Fees

It's important to first understand the legal basis governing the use of QRIS in Indonesia. QRIS is regulated by Bank Indonesia Regulation No. 23/6/PBI/2021 concerning QR Code-Based Payment Systems, which details the transaction mechanisms, fees, and obligations for business actors, including merchants.

According to Article 52 paragraph (1) of the regulation, Bank Indonesia stipulates that merchants are not permitted to charge additional fees or surcharges to consumers who make payments via QRIS. Transaction-related fees, such as the Merchant Discount Rate (MDR), must be the responsibility of the merchant, not the consumer. The practice of charging additional fees to consumers, although seemingly trivial, clearly violates the basic principles stipulated by BI.

2. Violation of Consumer Protection Principles

One relevant legal basis in this context is Law Number 8 of 1999 concerning Consumer Protection. This law stipulates that every consumer has the right to protection against actions that could harm them or increase their burden without a clear basis. In this case, additional fees imposed by merchants without clear notification or a valid legal basis can be considered detrimental to consumers.

Article 4 of the Consumer Protection Law states that consumers have the right to receive clear and accurate information about prices and fees charged in transactions. If a merchant adds fees that are not disclosed in advance or have no legal basis, this practice clearly violates the consumer's right to transparent and unburdened information.

3. Merchant Responsibilities and Consumer Protection

In this case, merchants are fully responsible for covering transaction fees incurred through QRIS. Bank Indonesia emphasizes in PBI 23/6/PBI/2021 that QRIS transaction fees (MDR) are fees that must be paid by merchants and cannot be passed on to consumers. Adding additional fees by merchants, whether in the form of a fixed fee or a percentage fee, clearly violates this provision.

From a legal perspective, if the merchant persists in charging these additional fees, consumers have the right to refuse to pay them. Consumers can file a complaint with the payment service provider or directly with Bank Indonesia, as this constitutes a violation of existing regulations. Consumers also have the right to seek compensation if they feel they have been harmed by these unauthorized fees.

4. Supervision and Law Enforcement Aspects

Despite clear regulations, merchants' practice of adding fees is still widespread. This is due to a lack of oversight by authorities, including Bank Indonesia, payment service providers (PJPs), and other regulatory bodies. This weak oversight allows merchants to continue this practice without facing clear sanctions.

In fact, Bank Indonesia has imposed administrative sanctions on merchants who violate these provisions, such as termination of cooperation with payment service providers or even blacklisting. Therefore, strict law enforcement is crucial to prevent this illegal practice from spreading further. In this regard, the role of consumers is crucial. Consumers must be involved in the oversight process by filing reports regarding unauthorized additional charges.

5. Legal Implications for Merchants Who Violate

Merchants who consistently violate this rule may be subject to various sanctions in accordance with applicable regulations. According to Bank Indonesia Regulation No.

23/6/PBI/2021, merchants found violating this rule by charging consumers additional fees may be subject to administrative sanctions, such as written warnings, termination of cooperation with the payment service provider, or even blacklisting from the QRIS payment system.

These administrative sanctions aim to deter merchants and maintain consumer trust in Indonesia's digital payment system. Enforcing these regulations is crucial for creating a fair and transparent transaction ecosystem and increasing digital payment system adoption, particularly among micro, small, and medium enterprises (MSMEs).

Legally, merchants' additional fees imposed on consumers who make payments using QRIS violate Bank Indonesia regulations, which stipulate that QRIS transaction fees must be borne by the merchant, not the consumer. This practice also violates the Consumer Protection Law, which stipulates that consumers have the right to receive clear information about transaction fees without any unauthorized additional fees.

Merchants who violate these provisions risk administrative sanctions from Bank Indonesia, ranging from warnings to termination of cooperation with payment service providers. Therefore, it is crucial for consumers to be aware of their rights in payment transactions using QRIS and to play an active role in monitoring and reporting unauthorized practices. Consistent law enforcement and broader merchant education are also needed to create a fairer and more transparent digital payment ecosystem (Afnani, 2025).

Merchant Responsibilities and Consumer Protection

In the context of transactions using QRIS (Quick Response Code Indonesian Standard), merchant responsibility and consumer protection are two crucial aspects that must be maintained to ensure the fair and efficient operation of the digital payment system. The practice of merchants adding fees that do not comply with Bank Indonesia (BI) regulations can harm consumers and undermine trust in the digital payment ecosystem. Therefore, it is crucial to understand the role of merchants in covering transaction costs and the consumer rights protected by Indonesian law.

1. Merchant Responsibilities in QRIS Payments

Merchants, or traders using the QRIS payment system, have very clear responsibilities regarding transaction fees. Based on Bank Indonesia Regulation No. 23/6/PBI/2021, merchants are not permitted to charge additional fees or surcharges to consumers who make payments using QRIS. This is because QRIS transaction costs, such as the Merchant Discount Rate (MDR), must be borne by the merchant, not the consumer.

1) MDR (Merchant Discount Rate)

This is a fee charged to merchants by payment system service providers (PJP) in exchange for processing transactions through QRIS. The MDR amount varies depending on the type and value of the transaction. For transactions under IDR 500,000 conducted by Micro Enterprises (UMI), Bank Indonesia has set the MDR at 0%, meaning there is no fee charged to merchants. Meanwhile, for transactions above IDR 500,000, merchants will be charged an MDR of 0.3%. However, this fee remains the responsibility of the merchant, not the consumer.

2) Merchant Obligation to Provide Transparent Services

Merchants are also required to provide clear and transparent information regarding fees associated with QRIS transactions. In accordance with the Consumer Protection Law, every consumer has the right to know all costs associated with a transaction, including any additional fees. In this regard, merchants must ensure that

consumers are aware that transaction fees (MDR) should not be charged to them and that QRIS should be used without unauthorized additional fees.

3) Merchant Responsibilities in Avoiding Fee-Adding Practices

Merchants who continue to charge consumers additional fees, whether in the form of a fixed fee (e.g., IDR 500-IDR 1,000) or a percentage fee (e.g., 1% of the total transaction), are clearly violating existing regulations. This practice not only risks eroding consumer trust but can also result in administrative sanctions from Bank Indonesia, including warnings, termination of cooperation with the payment service provider, or even blacklisting. Therefore, it is crucial for merchants to understand their responsibilities and ensure that transaction costs are borne by them, not the consumer.

2. Consumer Protection in QRIS Transactions

Consumers have rights protected by Indonesian law, particularly regarding digital transactions conducted using QRIS. Consumer protection in this regard includes not only the right to receive clear information about transaction fees, but also the right to refuse to pay unauthorized additional fees and to file a complaint if their rights are violated.

1) Consumer Rights to Clear and Transparent Information

Under Law Number 8 of 1999 concerning Consumer Protection, consumers have the right to receive clear and accurate information about the products or services they purchase, including any transaction fees charged. In the case of QRIS transactions, merchants are required to provide consumers with clear information regarding the fees associated with the payment. If merchants add fees without prior notice or a valid legal basis, this practice clearly harms consumers and violates their rights.

2) Consumer Rights Not to be Burdened with Additional Costs

Furthermore, consumers should not be charged additional fees or surcharges when making payments using QRIS. Bank Indonesia regulations prohibit merchants from charging unauthorized additional fees to consumers. Therefore, consumers who feel burdened by additional fees have the right to refuse to pay them. Consumers also have the right to request an explanation of the fees charged, and if they feel aggrieved, they can file a complaint with the payment service provider or directly with Bank Indonesia.

3) Complaint and Dispute Resolution Mechanism

One form of consumer protection is the complaint mechanism provided by Bank Indonesia and payment service providers. Consumers who feel disadvantaged by unauthorized surcharges can report the issue through the consumer complaint service provided by each payment service provider or directly through Bank Indonesia. In this case, Bank Indonesia is obligated to follow up on the report and provide a fair solution to the consumer. This complaint mechanism is crucial to ensure that consumers have access to redress if they experience losses due to unauthorized practices.

3. The Role of Consumers in Law Supervision and Enforcement

Consumers not only have the right to protection, but they also play an active role in monitoring and enforcing laws related to QRIS transaction practices. One way consumers can contribute is by reporting unauthorized surcharges to the authorities, both payment service providers and Bank Indonesia. This way, QRIS transaction oversight can be carried out effectively.

Merchant responsibility and consumer protection in QRIS transactions are crucial to maintaining trust in Indonesia's digital payment system. Merchants must cover QRIS transaction fees (MDR) and must not charge consumers additional fees. Consumers, on the other hand, have the right to clear and transparent information about the fees charged and the right to refuse unauthorized additional charges. With better oversight and an effective complaint mechanism, it is hoped that practices detrimental to consumers can be minimized and the digital payment system in Indonesia can operate more fairly and transparently (Ariani et al., 2025).

Legal Sanctions for Merchants Who Violate

When implementing transactions using QRIS (Quick Response Code Indonesian Standard) in Indonesia, merchants are obligated to comply with applicable regulations, including those governing the charging of transaction fees to consumers. Field practice shows that many merchants still violate these regulations by adding additional fees to consumers who pay using QRIS. Therefore, it is important to understand the legal sanctions that can be imposed on merchants who violate existing provisions, as well as how Bank Indonesia and other supervisory agencies enforce these regulations (Bariroh, 2023).

1. Legal Basis Governing Sanctions for Merchants

Violations of the provisions governing QRIS payments, particularly those regarding the imposition of additional fees on consumers, can result in strict legal sanctions. Some of the legal bases governing sanctions for merchants who violate these regulations are:

Bank Indonesia Regulation No. 23/6/PBI/2021 concerning QR Code-Based Payment Systems serves as the primary foundation for QRIS adoption in Indonesia. This regulation governs various aspects of QRIS use, including transaction fees, explicitly stating that fees such as the Merchant Discount Rate (MDR) are the responsibility of the merchant, not the consumer.

Law Number 8 of 1999 concerning Consumer Protection protects consumers against any actions that harm them, including the imposition of unauthorized fees by merchants. In this case, if a merchant adds fees that are not in accordance with the provisions or without clear notification, such actions can be categorized as a violation of the consumer's right to transparent and fair information.

Law Number 11 of 2008 concerning Information and Electronic Transactions (ITE), which regulates electronic transactions in Indonesia, including digital payment transactions such as QRIS, is in force. Violations of the provisions on fair and transparent electronic transactions can lead to further legal action.

2. Types of Sanctions Imposed on Merchants

1) Administrative Sanctions from Bank Indonesia

One form of sanction that can be imposed on merchants who violate QRIS payment regulations is an administrative sanction issued by Bank Indonesia, the regulatory authority for payment systems in Indonesia. Bank Indonesia can impose sanctions on merchants who violate QRIS regulations, particularly those related to charging additional fees to consumers. Some forms of administrative sanctions that can be applied include:

2) Written Warning

Bank Indonesia can issue written warnings to merchants found to have committed violations. This warning serves as the merchant's first warning to improve their business practices in accordance with applicable regulations.

3) Payment Service Suspension

If violations persist or merchants fail to comply with warnings, Bank Indonesia may decide to temporarily suspend the QRIS payment service provided to them. This could disrupt merchant operations, negatively impacting their reputation and profitability.

4) Termination of Cooperation with Payment Service Providers

If a merchant's violation is serious or persists over a prolonged period, Bank Indonesia may take further action by terminating the partnership between the merchant and the relevant payment service provider (PJP). This means the merchant will no longer be able to process payments through QRIS, which could result in significant losses for their business.

5) Merchant Blacklisting

As the strictest form of sanction, Bank Indonesia can also blacklist merchants from the QRIS payment system. Blacklisted merchants will be barred from using QRIS payment services for a long period, or even permanently. This will reduce their competitiveness, given that QRIS is one of the most widely used payment systems in Indonesia.

3. Sanctions Under the Consumer Protection Act

In addition to administrative sanctions imposed by Bank Indonesia, merchants who violate consumer rights by adding unauthorized surcharges may also be subject to sanctions under the Consumer Protection Law. Some of the sanctions that may be imposed include:

1) Compensation

Consumers harmed by unauthorized surcharge practices can file a claim against the merchant for damages. These damages can cover the costs the consumer has already paid for the unauthorized surcharges and other losses resulting from the merchant's non-transparent practices. Damages can be monetary or in other forms of compensation.

2) Criminal Sanctions

In some cases, if the practice of adding fees is carried out in a manner that is significantly detrimental to consumers and involves elements of fraud or other illegal acts, merchants may be subject to criminal sanctions under the Consumer Protection Act. These criminal sanctions can include fines or imprisonment, depending on the severity of the violation.

3) Sanctions Under the ITE Law

Regarding electronic transactions and digital payments, the Electronic Information and Transactions (ITE) Law can also provide a legal basis for enforcing sanctions. If merchants are found to have added unauthorized fees in a manner that violates the provisions of electronic transactions, they may be subject to sanctions under the ITE Law, which can include fines or even imprisonment, particularly if the violation was committed with the intent to deceive or harm consumers.

4. Law Enforcement and Supervision Process

To ensure that legal sanctions against violating merchants are effectively enforced, consistent oversight by Bank Indonesia and other supervisory agencies is essential. One way to enhance oversight is by involving consumers in the violation reporting process. Consumers who feel they have been harmed by unauthorized additional charges can report the issue through their payment service provider or directly

to Bank Indonesia. Supervisory agencies must ensure that consumer reports are acted upon promptly and efficiently.

Furthermore, to prevent violations, it is crucial for merchants to be adequately educated regarding their obligations in QRIS transactions, including the fees they must bear and applicable regulations. This education can be provided through training or outreach provided by Bank Indonesia or payment service providers.

Merchants who violate the provisions governing QRIS payments, particularly those that impose additional fees on consumers, may be subject to various strict legal sanctions. Administrative sanctions from Bank Indonesia, compensation to consumers, and even criminal sanctions may be imposed, depending on the severity of the violation. Therefore, it is crucial for merchants to understand their obligations under the QRIS payment system and ensure that their business practices comply with applicable regulations, to maintain consumer trust and ensure a fair and transparent digital payment system (Sabila et al., 2026).

Challenges and Solutions in Fair QRIS Implementation

The QRIS (Quick Response Code Indonesian Standard)-based payment system in Indonesia, introduced by Bank Indonesia (BI), has experienced significant growth in recent years. QRIS enables faster, more efficient, and more secure transactions between consumers and merchants, while also increasing financial inclusion among the public and Micro, Small, and Medium Enterprises (MSMEs). However, while QRIS offers numerous advantages, its implementation is not without challenges that impact fairness and transparency within this payment system. Achieving these benefits requires sustained efforts to address various existing obstacles (Alifia et al., 2024).

1. Challenges in Fair QRIS Implementation

1) Lack of Digital Literacy Among Merchants and Consumers

One of the main challenges in implementing QRIS is the lack of digital literacy among both merchants and consumers. Many merchants, especially those in the MSME sector, do not fully understand their obligations and rights related to QRIS use, including the Merchant Discount Rate (MDR) provisions, which are borne by them, not consumers. This lack of understanding often leads merchants to charge consumers additional fees, which should be their responsibility.

Furthermore, consumers don't always understand how QRIS works or their rights when using this payment system. Some consumers struggle to understand that they shouldn't be charged additional fees by merchants using QRIS. This lack of understanding leads many consumers to accept additional fees without questioning their legality, which can be detrimental to their well-being.

2) Information Asymmetry between Merchants and Consumers

Another issue that arises in QRIS implementation is the information asymmetry between merchants and consumers. In many cases, merchants are more familiar with the mechanisms and fees associated with QRIS transactions, while consumers are often unaware of what they are or are not paying. This leaves room for merchants to impose unauthorized or non-transparent additional fees, which can be detrimental to consumers.

3) Inconsistent Supervision

Weak oversight from authorities is another challenge. Although Bank Indonesia has established clear regulations regarding the use of QRIS and the charging of transaction fees, their implementation remains lax. Many merchants continue to violate these regulations without clear consequences. An inconsistent

oversight system allows the practice of adding unauthorized fees to continue without decisive action from the relevant authorities.

4) Disparity in Digitalization Between Regions

The digitalization gap between urban and rural areas also poses a challenge to the fair implementation of QRIS. In less digitally developed regions, many merchants lack an adequate understanding of QRIS usage. They often struggle to access services and resources to support these digital transactions. Furthermore, consumers in these regions may be less familiar with digital payments, making them more vulnerable to unfair practices.

2. Solutions to Improve Fair QRIS Implementation

1) Education and Socialization to Merchants and Consumers

The first solution to address this challenge is to provide broader education and outreach to both merchants and consumers regarding QRIS usage and the rights and obligations involved. Bank Indonesia and payment service providers must collaborate with various parties to provide training and clear information regarding QRIS usage regulations, particularly regarding merchants' responsibilities for covering transaction fees.

Furthermore, consumers must be given a better understanding of their rights when using the QRIS payment system. Publicizing how QRIS transactions work and what consumers are and are not allowed to be charged can reduce the potential for unauthorized surcharges.

2) Improving Oversight and Law Enforcement

Bank Indonesia needs to increase its oversight of merchants' QRIS usage practices. One way to do this is by strengthening the reporting system for consumers who feel they have been harmed. Consumer reports can be used as a basis for conducting investigations and imposing sanctions on merchants who violate regulations.

Bank Indonesia must also ensure that sanctions for merchants who violate these fee-charging provisions are consistently and firmly applied. This will serve as a deterrent to merchants who attempt to circumvent existing regulations.

3) Leveraging Technology to Accelerate Literacy and Supervision

The use of technology can significantly improve digital literacy and oversight. Payment service providers and Bank Indonesia can utilize digital platforms to provide more accessible information to merchants and consumers, such as mobile apps that offer guidance or notifications regarding QRIS regulations.

Furthermore, this digital application or platform can be used to monitor transactions in real time, detect any additional fees charged to consumers, and provide alerts or reports to authorities. This technology can help prevent regulatory violations and provide greater transparency in the QRIS payment system.

4) Improving Infrastructure and Accessibility in Remote Areas

Improving digital infrastructure in remote areas is a crucial step to ensure equitable QRIS implementation. The government, in collaboration with Bank Indonesia and payment service providers, must ensure that merchants in these areas have adequate access to devices and training on QRIS usage. Digital literacy programs should also be focused in these areas to ensure that more micro-businesses and consumers can participate equitably in this digital payment system.

The implementation of QRIS in Indonesia offers many benefits, but challenges remain in realizing a fair and transparent system. Challenges such as lack of digital literacy, information asymmetry, inconsistent oversight, and digital

inequality must be addressed through appropriate solutions. Broader education, increased oversight, technology utilization, and improvements to digital infrastructure in remote areas are essential steps to ensure that QRIS can be implemented fairly for all parties, both merchants and consumers. With continued efforts, the QRIS digital payment system can function well, support financial inclusion, and create a more efficient and transparent ecosystem (Afnani, 2025).

CONCLUSION

Quick Response Code Indonesian Standard (QRIS) has demonstrated significant potential as an efficient, inclusive, and transparent digital payment system that facilitates transactions between consumers and merchants in Indonesia. Nevertheless, its implementation continues to face challenges, particularly the unlawful practice of merchants imposing additional fees on consumers despite Bank Indonesia regulations clearly stating that the Merchant Discount Rate (MDR) must be borne by merchants. These unauthorized surcharges not only violate consumer rights but also weaken public trust in the digital payment ecosystem. To address these issues, stronger regulatory oversight, stricter enforcement of sanctions against noncompliant merchants, improved digital literacy among merchants and consumers, enhanced complaint mechanisms, and expanded digital infrastructure—especially in remote areas—are necessary to ensure fair and equitable financial inclusion. Future research is recommended to examine the long-term effectiveness of enforcement mechanisms, the role of payment service providers in monitoring merchant compliance, and the impact of emerging technologies such as artificial intelligence and blockchain on strengthening transparency and consumer protection within Indonesia's digital payment system.

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