

Addition Of Funds By Merchants In Payments Through The Qris From An Islamic Law Perspective

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Abstract

The practice of adding funds for consumers who make transactions using QRIS is implemented by merchants to avoid profits from administrative fees or Merchant Discount Rates. The mechanism for disbursing funds from PJP to merchants and the form of additional funds are laden with elements of usury. Therefore, the objective of this study is to identify the financial management mechanisms for fund additions by merchants in QRIS payments and to analyze the legal implications of fund additions by merchants in QRIS payments from an Islamic legal perspective. The research method used is qualitative research with a legal-empirical approach. The data collected consists of primary and secondary data, with data collection techniques including literature review, interviews, observation, and documentation. Based on the research findings, it can be stated that the additional funds are not listed on the transaction receipt but are instead communicated verbally or displayed in the corner of the QRIS printout. Consumers scan the QR code using their digital wallet

platform, then enter the total amount themselves, and verify the transaction. After that, a notification appears stating that the funds have been received by the merchant. However, the disbursement of funds from the PJP to the merchant's account takes up to H+1 calendar days. Additionally, the addition of funds by merchants in QRIS payments contains elements of usury, rendering the transaction *fasid*. The additional funds charged by merchants to consumers constitute unlawful income if both parties do not mutually consent. The addition of funds by the merchant in payments via QRIS can be considered as *ujrah* and valid if both parties mutually consent and agree. Furthermore, the delay in the transfer of funds from the PJP to the merchant's account constitutes *riba nasiah*.

KEYWORDS: *Fund Addition; Islamic Law; Merchant; QRIS.*

I. Introduction

Payment transactions using the Quick Response Code Indonesian Standard (QRIS) system have become a digital trend and are growing rapidly in Indonesia. However, as QRIS implementation expands, a new phenomenon has emerged in transactions within society. This involves the practice of adding fees for consumers who make transactions using QRIS. These additional fees are typically presented by merchants to consumers as “administrative fees” or Merchant Discount Rate (MDR) fees. Although Article 52(1) of Bank Indonesia Regulation No. 23/6/PBI/2021 explicitly states that merchants are prohibited from imposing additional fees (surcharges) on service users for costs incurred by the Payment Service Provider (PJP) to the merchant. The main reason merchants impose additional fees is to avoid profit reductions due to MDR deductions imposed by PJP. For micro businesses with small profit margins, these deductions are considered significant, potentially reducing profits and lowering competitiveness compared to other

businesses offering alternative payment methods¹. The additional fees that must be paid are uncertain and vary in amount depending on each merchant. In some cases, researchers found merchants who applied additional fees ranging from IDR 500 to a maximum of IDR 1,000 for each transaction with a certain nominal value. Not only that, on other occasions, researchers also found merchants who only applied additional fees of 0.3 percent of the price of the goods sold.

The addition of costs that are not in accordance with the initial agreement or are not clearly communicated to consumers has the potential to cause *gharar* and *maisir* (fraud). In addition, if these additional costs burden consumers without any clear benefit as to where the money will go, it raises the question of whether they should be categorized as *ujrah* (permissible service fees) or whether they contain elements of *riba* or *gharar*. From the perspective of *gharar*, the addition of funds exceeding the selling price to consumers in the use of QRIS falls under an invalid contract because it involves a transaction not permitted by Islamic law, making it *haram*². Additionally, the QRIS system operates by holding the funds paid by consumers, so they do not immediately enter the merchant's account in real time but first go through the acquirer/QRIS service provider before being disbursed at a later time³. Funds generated from QRIS transactions must first undergo a settlement process before entering the merchant's account. The process and disbursement of funds to the merchant's account are generally carried out at specific times, depending on the policies of each PJP. The intensity of delays increases during peak seasons, such as weekends, national

¹ Nur Hidayanti, M. Fauzi, dan Febri Noor Hediati, "Implementation of QRIS Transaction Fee Charges On Micro Business Actors in Samarinda City," *LAW RESEARCH Review Quarterly* 10, no. 2 (2024): 411–28.

² Ayu Febrianti, "Pembebanan Biaya Merchant Discount Rate (MDR) Kepada Konsumen Dalam Transaksi Menggunakan QRIS Perspektif Hukum Ekonomi Syariah" (Universitas Negeri Semarang, 2024).

³ Yonski Umbu Kudu, Yulita Milla Pakereng, dan Lusianus Heronimus Sinyo Kelen, "Efektifitas Penggunaan Payment QRIS Pada Transaksi Penjualan Usaha Mikro, Kecil dan Menengah," *Juremi: Jurnal Riset Ekonomi* 3, no. 2 (2023): 195–210.

holidays, and religious holidays⁴. Such delays in disbursement may give rise to usury elements, which are related to delays or postponements in the delivery of funds⁵.

The phenomenon of additional funds by merchants in payments via QRIS has implications not only in terms of applicable positive law, but also from the perspective of Islamic finance. Based on this background, the research questions in this study are: What is the mechanism for managing finances for additional funds by merchants in payments via QRIS? and What are the legal implications of additional funds by merchants in payments via QRIS from the perspective of Islamic law?

Theory is a term discussed by various groups when questioning an issue, both in the field of science and in everyday life. Referring to this explanation, the researchers applied the theory of usury to the conceptual literature in this study. Adiwarman A. Karim and Oni Sahroni base their views on the various types of usury on the arguments of the Quran, as-Sunnah turats, al-Hadith, and sirah by classifying usury into two aspects, namely *riba qardh* (usury in lending and borrowing) and *riba buyu'* (usury in buying and selling)⁶. *Riba buyu'* has two branches, namely *riba fadhl* and *riba nasiah*.

According to al-Syarbini, the term *riba* is defined as excess wealth that is transferred and the postponement of payment for similar assets that are exchanged⁷. According to Ibn Qudamah in the book *al-Mughni*, it is defined as an increase in the exchange of assets measured by a scale, whether the increase occurs between similar assets or due to the postponement of payment for the transfer of similar assets.

⁴ Teuku Syifa Fadrizha Nanda, Evriyenni, dan Rahmi, "Dampak Adopsi QRIS Pada Umkm Sektor Food and Beverage Di Banda Aceh," *Scientific Journal of Students Islamic Economics and Business* 4, no. December (2023): 92–98.

⁵ Ipan dang dan Askar Andi, "Konsep Riba Dalam Fiqih dan Al-Qur'an: Studi Komparasi," *Ekspose: Jurnal Penelitian Hukum dan ...* 19, no. 2 (2020): 1080–90. <https://www.jurnal.iain-bone.ac.id/index.php/ekspose/article/view/1143>.

⁶ Adiwarman A. Karim dan Oni Sahroni, *Riba, Gharar dan Kaidah-Kaidah Ekonomi Syariah Analisis Fikih & Ekonomi*, 1 ed. (Jakarta: Rajawali Press, 2016).

⁷ Elif Pardiansyah, "Konsep Riba Dalam Fiqih Muamalah Maliyyah dan Praktiknya Dalam Bisnis Kontemporer," *Jurnal Ilmiah Ekonomi Islam* 8, no. 02 (2022): 1270–85.

The first research reference is a thesis by Fajar Hanif Firdaus, a student at Syarif Hidayatullah State Islamic University Jakarta in 2024, entitled “Legal Protection for Consumers Burdened with Merchant Discount Rates by Merchants in Non-Cash Transactions Using the Indonesian Standard Quick Response Code (QRIS)”. In his research, the researcher used a normative-empirical qualitative descriptive research method supported by data collection techniques in the form of interviews. The study aimed to analyze the form of legal protection for consumers burdened with MDR fees, to analyze the implementation of QRIS payment system regulations, and to analyze the specific provisions governing MDR fees. Based on the results, the researcher noted that regulations related to legal protection for consumers burdened with additional costs outside of agreements in QRIS transactions have not fully provided protection to consumers, so that to this day, there are still merchants who violate regulations by imposing MDR fees on consumers⁸.

The second research reference is a thesis by Ayu Febrianti, a student at Semarang State University in 2024, entitled “The Imposition of Merchant Discount Rate (MDR) Costs on Consumers in Transactions Using QRIS from a Sharia Economic Law Perspective.” The research uses empirical legal research. Data collection techniques include observation, interviews, and documentation. The study aims to analyze the practice of imposing MDR fees in transactions using QRIS, as well as to analyze from the perspective of Islamic economic law the imposition of MDR fees on consumers in transactions using QRIS. Based on the results, the researcher states that the imposition of MDR fees in QRIS transactions is still largely borne by consumers under the pretext of mutual agreement between the parties. Furthermore, from the perspective of Islamic economic law, QRIS transactions fall under the category of an *ijarah* contract between the bank and the merchant, and thus have no direct connection to the consumer. The study also concluded that the imposition of MDR fees on consumers constitutes an

⁸ Fajar Hanif Firdaus, “Perlindungan Hukum Terhadap Konsumen Yang Dibebani Biaya Merchant Discount Rate Oleh Merchant Dalam Transaksi Non-Tunai Quick Response Code Indonesian Standard (QRIS)” (Universitas Islam Negeri Syarif Hidayatullah Jakarta, 2024).

invalid contract (akad bathil) due to the presence of gharar (uncertainty), rendering it haram (forbidden) under Islamic law.

The urgency of this research lies in the need for legal certainty and assessing the validity of transactions against financial management mechanisms and merchant fund addition practices in QRIS payments based on sharia principles. The objectives are to identify financial management mechanisms for merchant fund additions in QRIS payments and to analyze the legal implications of merchant fund additions in QRIS payments from an Islamic law perspective.

II. Methods

The method used in this study is qualitative research. The research approach used is empirical legal research. The legal-empirical approach is an effort to gain clarity and understanding of issues based on existing realities or case studies⁹. The type of research used is qualitative legal research with the collection of primary and secondary data through data collection techniques such as literature review, interviews, observation, and documentation.

In order to test the validity of the data, the researcher used triangulation techniques. Triangulation is a technique for examining the validity of data that uses something other than the data itself for verification or comparison purposes¹⁰. The data analysis used by the researcher is qualitative data. Qualitative data analysis is defined as an effort carried out by working with data, organizing it, sorting it so that manageable units are collected, synthesizing it, finding and publishing patterns, discovering what is important and can be learned, and deciding what can be presented to others.

III. Result and Discussion

⁹ Soerjono Soekanto, *Pengantar Penelitian Hukum*, ed. oleh Nia Isnania, 3 ed. (Jakarta: Penerbit Universitas Indonesia (UI-Press), 2020).

¹⁰ Lexy J. Moleong, *Metodologi Penelitian Kualitatif*, 36 ed. (Bandung: PT Remaja Rosdakarya, 2020).

1. Financial Management Mechanism for Additional Funds by Merchants in Payment via QRIS

The practice of merchants adding fees to payments made via QRIS is still rampant. This practice has continued even after Bank Indonesia issued a policy of 0 percent MDR for every transaction under Rp500,000 for micro businesses. These additional fees are certainly outside the scope of PJP policy, but rather the initiative of each merchant's policy. The additional fees applied vary in amount, ranging from 0.3%, 0.7%, 1% of the item's price, to a fixed amount of Rp500–Rp1,000 per transaction. When examining the percentage rates, this pattern resembles the MDR fees that were previously implemented year after year.

Evidence of the surcharge is not listed on the transaction receipt in the payment platform used by consumers, because the practice is only communicated verbally. On several occasions, researchers also encountered merchants who openly posted notices regarding the surcharge, either printed on the wall or simply stuck on the corner of the available QRIS printout. This practice is still common in various MSME sectors, such as culinary and services.

Technically, consumers come to the merchant's place to buy goods or use the services provided. After that, the seller calculates the total amount to be paid. When it comes to the payment stage, there is an agreement between the consumer and the merchant regarding the payment method to be used. Typically, the announcement that additional fees will be applied occurs at this stage. If the customer decides to use the QRIS payment method, the merchant will prompt the customer to add the amount to the payment page being used. However, if the customer prefers to pay in cash, the customer will only pay the original price of the item without any additional fees.

Especially for merchants who use QRIS Statis, consumers scan the QR code provided using a digital wallet or mobile banking app. Next, consumers enter the total amount to be paid themselves, then continue. In the next stage, the payment app will ask users to enter their PIN or password for confirmation. Once this process is complete, a notification

will appear stating that the funds have been received by both the consumer and the merchant.

When merchants use Dynamic QRIS, the process remains largely the same. The difference lies in the QR code, which must first be displayed by the merchant. This type of QRIS requires a device such as an EDC machine or smartphone, where the merchant must first enter the payment amount. Once the QRIS appears on the device screen, consumers can begin scanning the displayed or printed QRIS. The process of transferring QRIS funds from the Payment Service Provider (PJP) to the merchant's account may take up to the next calendar day. However, the PJP continues to innovate and update features to make it easier for customers.

Regarding the MDR fee, which is repeatedly touted as an “administrative fee,” it is actually deducted directly by the PJP before the funds are disbursed. This deduction is transparently and accountably disclosed in the transaction notes provided to merchants. As a result, there are no longer any MDR fee deductions, but merchants continue to pass on additional costs to consumers. Consequently, these additional funds are fully credited to the merchant's account, which can be used as revenue or for operational expenses. From the research findings, it was discovered that there is a lack of transparency and information asymmetry toward consumers. Generally, consumers are only aware that they are charged additional fees based on “administrative fees” to prevent merchants from being deducted. However, they are not yet aware that they, as consumers, are also protected by Bank Indonesia Regulation No. 23/6/PBI/2021.

The process is as follows: the merchant sells goods or services to consumers, who then pay for the goods. However, the merchant first informs consumers that if they pay via QRIS, there will be an additional fee (surcharge), for example, an additional Rp500. If the goods purchased by consumers cost Rp50,000, the total price that consumers must pay to the merchant is Rp50,500. The total amount is then credited to the merchant's account as indicated by the payment success notification. However, the transaction amount and the additional fee paid by the consumer have not yet been fully credited to the merchant's account but are first deposited into the PJP. The funds are then

transferred to the merchant at specific times according to each PJP's policy. When the time comes, the funds held in the PJP are automatically released to the merchant. At this stage, the settlement process takes place, where the PJP deducts or charges fees commonly referred to as MDR before disbursing the funds to the merchant. However, if the MDR policy does not apply because the transaction amount does not exceed the deduction threshold, then the amount transferred to the merchant is the same amount plus the additional charges without any deductions.

If the transaction exceeds Rp500,000, then the merchant will be charged an MDR fee of 0.3 percent or in accordance with the business category. For example, a consumer makes a payment of Rp700,000 to a merchant and is charged an additional fee of Rp1,000 by the merchant. The amount to be credited to the merchant's settlement account is: $\text{Amount} = \text{transaction amount} - (\text{transaction amount} \times \text{regular UMI MDR}) = \text{Rp}701,000 - (\text{Rp}701,000 \times 0.3\%) = \text{Rp}701,000 - \text{Rp}2,103 = \text{Rp}698,897$ Therefore, the amount credited to the merchant's account from the transaction of Rp701,000 is Rp698,897 with a 0.3% deduction, as it exceeds the minimum MDR fee threshold of 0%.

The same applies to transactions under Rp500,000. For example, a consumer makes a payment of Rp20,000 to a merchant and is charged an additional fee of Rp500. The amount that will be credited to the merchant's settlement account is: $\text{Amount} = \text{transaction amount} - (\text{transaction amount} \times \text{UMI regular MDR}) = \text{Rp}20,500 - (\text{Rp}20,500 \times 0\%) = \text{Rp}20,500$ Therefore, the amount credited to the merchant's account from the transaction remains the same, namely Rp20,500. This is because the transaction amount does not exceed the threshold for MDR application, so the merchant receives the full amount plus the additional fee without any deductions.

2. Legal Implications of Merchants Adding Funds to Payment via QRIS from an Islamic Legal Perspective

The practice of merchants adding funds to payments made through QRIS may have implications for Islamic law. From the perspective of Islamic law, this is measured through the concept of *riba*,

and/or in terms of Islamic economics, it falls under the category of unlawful income. Such additional funds by merchants can be interpreted as *ujrah* (compensation/wages) from an Islamic legal perspective. In the Quran, *ujrah* is referred to as *al-ujrah* and *ajrun*, which signify reward. In Islamic contemplation, wages are rooted in two dimensions: worldly and otherworldly¹¹. Based on this, *ujrah* is defined as compensation for work given to someone, whether in the form of material compensation with consideration for justice and fairness in this world or in the form of reward in the hereafter¹². In short, *ujrah* is compensation given to someone for the effort they have made.

The additional funds provided by merchants to consumers can be referred to as *ujrah* if: 1) An agreement is reached between the merchant and consumer at the beginning of the contract that the additional costs will be used as remuneration for the merchant as the guardian or extension of the QRIS provided by PJP and as compensation for the provision of QRIS, which makes it easier for consumers; 2) The *ujrah* or additional fees are in line with the consumer's ability to pay and do not exceed the consumer's capacity; 3) There is a principle of mutual benefit and advantage for both parties.

The agreement reached at the beginning of the contract is required as a manifestation of fairness through transparency and commitment from both parties so that injustice can be avoided. Then, *ujrah* that is in accordance with the consumer's ability is intended so that merchants cannot ask for more than the consumer's ability and cannot force them. This activity also aligns with the principle of mutual consent, where sellers and buyers must engage in transactions voluntarily without any element of coercion¹³. Furthermore, the principle of reciprocity is

¹¹ Rafika Chudriana Putri, Azhari Akmal Tarigan, dan Yenni Samri Juliati Nasution, "Analisis Konsep Al- Ujah (Upah) Dalam Ekonomi Islam : Pendekatan Tafsir Tematik," *Jurnal Ilmiah Ekonomi Islam* 9, no. 01 (2023): 1–8.

¹² Ahmad Danu Syahputra et al., "Jual Beli Upah Dalam Pandangan Hukum Islam," *Jurnal Ekonomi Syariah dan Industri Halal* 1, no. 1 (2024): 11–21.

¹³ Mohammad Arifin, Reza Hilmy Luayyin, dan Fia Ayuning Pertiwi, "Analisis Keabsahan Jual Beli Perspektif Ekonomi Islam Dan Kuh Perdata," *JSE: Jurnal Sharia Economica* 3, no. 1 (2024): 1–15. doi: <https://doi.org/10.46773/jse.v3i1.805>.

believed to ensure that all parties benefit from PJP as a service provider. Merchants benefit from increased payment options and the ability to reach a wider consumer base, while consumers benefit from the convenience of transactions without relying on cash.

The conditions for a practice of adding funds can be considered *ujrah* when both the consumer and merchant are willing and based on mutual consent (*antaradin minkum*). Mutual willingness to agree is measured by *ijab* and *qabul* (agreement and acceptance). In the realm of commerce, mutual consent is based on two principles: first, transactions must be conducted on the basis of mutual willingness between the parties involved and must not benefit one party at the expense of another; second, parties must not harm one another, whether themselves or others¹⁴. From all the willingness described above, *ujrah* can become *riba* if there is insincerity among the parties asked to add funds, in this case the consumers. Because, if consumers feel forced, burdened, and unwilling to hand over the additional funds, then the merchant here has acted unjustly. In fact, injustice itself falls under the criteria of usury.

Furthermore, oppression is clearly evident when merchants do not provide alternative payment methods other than QRIS, which incurs additional fees. This can be linked to the unilateral exploitation of the weak and is included in the criteria for usury. Therefore, the consequence of any transaction involving usury is an invalid sale (*fasid*), where the sale contains defects in its contract (*fasid contract*)¹⁵. It is invalid according to Sharia law. As a result, any profit or additional fees must be returned or removed by the merchant, as they constitute *haram* wealth (forbidden wealth).

The effect of a *fasid* contract on consumers who are unaware that their transaction involves usury is that they are not sinful and may enjoy the goods, based on the principle that ignorance of the law may be

¹⁴ Nuri Aslami, Nurul Izzah, dan Azhari Akmal Tarigan, "The Concept Of Taradin In Online Buying The Study of Surah an-Nisa' Version 29," *Al-Masharif: Jurnal Ilmu Ekonomi dan Keislaman* 9, no. 2 (2021): 235–50. doi: <https://doi.org/10.24952/masharif.v9i2.4764>.

¹⁵ Muhsin Arafat et al., "Jual Beli Fasid Menurut Imam Abu Hanifah," *Journal of Indonesian Comparative of Syari'ah Law* 4, no. 2 (2021): 185–95.

excused under certain circumstances, as there is no element of intent involved. If the essential elements and conditions are fulfilled, the sale and purchase may be considered valid. However, if one of the essential elements or conditions is not fulfilled, the sale is considered void. Therefore, if a merchant adds funds to the consumer and there is fraud involved, both parties are sinful for violating Sharia principles, but the object of the sale remains valid.

If consumers are aware of and know that there is usury in the transaction, then the goods obtained can be considered haram or questionable. This is a legal implication that the transaction does not comply with sharia principles, so that in fiqh it can be declared invalid or at least contains syubhat (legal doubt). If this is the case, the merchant's practice of adding funds fulfills the elements of a transaction prohibited in Islam, consisting of: 1) Haram in nature (the object of the transaction); 2) Haram other than in nature (the method of transaction); and 3) An invalid/incomplete contract.

Based on the above, additional funds charged by merchants to consumers that are based on injustice and do not meet sharia principles can lead to unlawful income and are not suitable to be included in halal business profits. If the additional funds provided by consumers to merchants are considered as *ujrah*, this is permissible because merchants act as custodians or extensions of the QRIS system provided by the Payment Service Provider (PJP) itself. As long as consumers agree to the additional funds and both parties are willing, the additional funds deposited into the merchant's account remain valid, even if they are not deducted by the Merchant Discount Rate (MDR). If the implementation does not comply with the principles of a sale and purchase agreement and the additional funds are still considered *ujrah* even if there is no mutual consent, then the additional funds added by the merchant in payments via QRIS, in addition to containing *riba*, also contain *gharar* due to the invalid transaction agreement, making it haram.

Considering the nature of fund disbursement from PJP to merchant accounts, which is not real-time and only disbursed at certain times, this falls under the category of *riba nasiah*. This is because the

meaning of *riba nasiah* itself is the postponement of the delivery or receipt of a type of goods sold with other similar goods¹⁶. Based on this interpretation, the additional funds requested by the merchant from the consumer fulfill two elements of *riba*: the quantity does not match between the listed price of the goods and the price paid by the consumer (including *riba fadhl*), and the additional amount is not paid in cash but is first deferred by the PJP (including *riba nasiah*). Although the disbursement of funds is closely related to procedural stages, the deferral of time still intersects with *riba nasiah*. The addition related to the delay in payment falls under the category of *riba nasiah*, making it haram. Therefore, to avoid *riba* in sales transactions, the weight or quantity must be equal, and payment must be made in cash and not delayed (*mitslin bi mitslin* and *yadan bi yadin*).

IV. Conclusion

The practice of merchants adding funds to payments made via QRIS is an initiative of each merchant. Evidence of the addition is not included on the transaction receipt in the payment platform used by consumers. Technically, consumers scan the QR code provided by the merchant through a digital wallet or mobile banking app, press the total price, and proceed to the verification stage. The procedure for transferring QRIS funds from the Payment Service Provider (PJP) to the merchant's account requires a settlement period of up to the next calendar day, depending on the policies of the respective PJP used. If there are MDR fees deducted, these fees are automatically deducted by the PJP before the funds are transferred.

The addition of funds by merchants in payments via QRIS contains elements of usury, rendering the contract invalid. The parties involved are sinful for violating Sharia principles, but the object of the sale and purchase transaction remains valid. If the consumer is aware of and knows about the usury in the transaction, the goods obtained may be considered haram or questionable. Therefore, from a *fiqh* perspective, it can be deemed invalid or at least contain *syubhat* (legal doubt). The

¹⁶ Karim dan Sahroni, *Riba, Gharar dan Kaidah-Kaidah Ekonomi Syariah Analisis Fikih & Ekonomi*.

additional funds charged by the merchant to the consumer constitute unlawful income if there is no mutual consent and willingness between the two parties, and thus cannot be categorized as halal business profit. The additional fees charged by merchants in QRIS payments can be considered *ujrah* and valid if the consumer and merchant agree and are mutually willing, the *ujrah* is in line with the consumer's ability to pay, and both parties benefit from the use of QRIS. The delay in the disbursement of funds from the PJP to the merchant's account constitutes *riba nasiah*. For parties who have been involved in the practice of unilateral additional charges by merchants in QRIS payments, it is hoped that they will think critically, refuse, or use alternative methods if they encounter such additional charge schemes as a precautionary measure in transactions.

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