

The Implementation of Surcharge Charging By Merchants in Non-Cash Transactions at the Representative Office of Bank Indonesia Bali Province

Anak Agung Sagung Ngurah Indradewi ^{1*}, Made Tamar Martayasa²

¹Faculty of Law, Dwijendra University, Denpasar, Indonesia

²Faculty of Law, Dwijendra University, Denpasar, Indonesia

¹Email: sagungindradewi@gmail.com

²Email: francescotamar89@gmail.com

ABSTRACT

This research aims to determine the application of additional fees charged by merchants in non-cash transactions in the Legal Area of the Bali Province Bank Indonesia Representative Office and how the Bali Province Bank Indonesia Representative Office supervises merchants in payment transactions via electronic data capture EDC machines regarding the action of charging fees. addition. Types of empirical legal research. The data collection method uses interview techniques. The results of the research on the implementation of surcharge charges by merchants in non-cash transactions are that there are charges carried out by merchants, because the authority of the Bank Indonesia Representative Office is limited to preventive enforcement, repressive law enforcement in the form of administering administrative sanctions can only coordinate with the Bank Indonesia Representative Supervision Office against merchants. in payment transactions via Bank Indonesia's central EDC machine if there is a report from a disadvantaged party. Supervision of Bank Indonesia Representative Offices on merchants in payment transactions via Electronic Data Capture (EDC) machines related to the action of imposing surcharges in the form of providing socialization, education and administrative witnesses in the form of terminating the Cooperation relationship to the party providing the EDC, ordering the merchant to return funds in the amount of the transaction value which indicates the existence of a charge subcharge fees as a form of protection for consumers if there are consumers who report experiencing losses using debit cards.

Keywords: *Merchant, Non-Cash Transactions, Surcharge.*

*Corresponding Author:

E-mail: sagungindradewi@gmail.com (Anak Agung Sagung Ngurah Indradewi)

Faculty of Law, Dwijendra University, Denpasar, Indonesia

1. INTRODUCTION

The development of the use of non-cash payment instruments has received special attention from Bank Indonesia considering the development of non-cash payments is expected to reduce the burden of using cash and further increase economic efficiency in the community. As a form of application of non-cash payments by making payments using credit cards or debit cards, Bank

Indonesia has issued Bank Indonesia Regulation Number 14/02/PBI/2012 concerning Amendments to Bank Indonesia Regulation Number 11/11/PBI/2009 concerning the Implementation of Payment Instrument Activities Using Cards, Payment Instruments Using Cards hereinafter abbreviated as APMK in the Bank Indonesia regulation there are payment instruments that are used using cards,

including credit cards and debit cards.

Most of the use of non-cash cards requires a machine called Electronic Data Captured (EDC). In general, merchants who have Electronic Data Captured (EDC) will be charged a Merchant Discount Rate (hereinafter referred to as MDR) by the Bank to the shop owner or 1%-2% (one percent to two percent) per transaction, while in the field there are merchants who have Electronic Data Captured (EDC) machines charging Merchant Discount Rate (MDR) transaction fees to consumers, and it has long been the case that consumers should reject the imposition of additional fees for transactions made at certain merchants. However, this is not realized by most consumers, who generally accept the rules for the imposition of the Merchant Discount Rate (MDR) set by the merchant. Some merchants only argue that the imposition of the Merchant Discount Rate (MDR) is a policy set by the bank that should be borne by consumers. Merchant Discount Rate (MDR) is charged only to merchants, merchants are prohibited from charging additional fees to consumers who use debit cards. Merchants or merchants will benefit more because the actual Merchant Discount Rate (MDR) is charged to merchants on every debit card transaction using Electronic Data Capture (EDC). As an initial observation, data was obtained in 2021 that merchants were adding a surcharge of 1% to debit card consumers in the Badung Regency area, so consumers felt inconvenienced in making transactions using debit cards from the additional surcharge. Not only in Badung, in the Buleleng Regency area, there are verbal consumer complaints with a debit card payment receipt, that the surcharge

is a merchant burden that is charged to consumers when using a debit card in the payment system.

The negative impact that can occur in the form of additional fees charged to merchants is often abused by merchants by shifting the surcharge to consumers who hold debit cards. This is often not realized by consumers, consumers know when they will make payment transactions at the cashier using a debit card. Consumers have no other choice but to pay for the goods or services to be purchased, sometimes even the merchant does not inform consumers of additional costs that should not be charged to consumers.

Judging from the provisions of Bank Indonesia regulations, Bank Indonesia itself has given orders to banks (acquirers) if merchants find the imposition of additional fees by merchants or business actors to consumers who use debit cards, these provisions have been determined in Article 8 paragraph (2) of Bank Indonesia Regulation Number 14/02/PBI/2012 concerning Amendments to Bank Indonesia Regulation Number 11/11/PBI/2009 concerning the Implementation of Payment Instrument Activities Using Cards.

The provision of the surcharge can be categorized as a detrimental action, the impact is to the merchant itself can be terminated cooperation or revocation of EDC (Electronic Data Captured) machines by the Bank (acquirer) owner to the related merchant.

EDC (Electronic Data Captured) machines to related merchants. In Bank Indonesia Regulation Number 14/02/PBI/2012 concerning Amendments to Bank Indonesia

Regulation Number 11/11/PBI/2009 concerning the Implementation of Payment Instrument Activities Using Cards, it is also explained in the Explanation of Article 8 paragraph (2) which states:

"Adverse actions are Merchant actions that are detrimental to the Principal, Issuer, Acquirer, and/or Cardholder, including Merchants known to have collaborated with fraudsters, processing Credit Card cash withdrawal transactions, or processing additional transaction fees (surcharge)."

However, the provisions that have been issued by Bank Indonesia itself do not provide clear and firm sanctions in the Bank Indonesia Regulation regarding merchants who charge additional fees to consumers of debit card users.

The formulation of the problem that can be conveyed is (1) How is the implementation of surcharge charging by merchants in non-cash transactions in the

2. METHODS

The research method that can be used in the discussion is empirical legal research. Empirical legal research is equipped with descriptive analytical research, with primary data sourced from the field, and secondary data from the literature with data collection techniques,

3. RESULT AND DISCUSSION

3.1. Implementation of Surcharge Charges by Merchants in Non-Cash Transactions in the Legal Area of the Bali Province Representative Office of Bank Indonesia.

The need for economic transactions at present is quite high, one of the economic transaction service providers is a bank. The increasing

jurisdiction of the Bali Province Representative Office of Bank Indonesia (2) How is the supervision of the Bali Province Representative Office of Bank Indonesia against merchants in payment transactions through electronic data capture (EDC) machines related to surcharge charging actions).

The purpose of the study was to determine the form of implementation of the use of electronic payments using cards and to find out whether Bank Indonesia is supervising the practices of using debit cards and/or credit cards related to surcharge charging.

The theories that can be used in the discussion are Legal Certainty Theory, Authority Theory, Legal System Theory, Supervision Theory, Legal Protection Theory, Justice Theory, and the concept of factors that affect law enforcement.

namely document studies and interview techniques. Empirical research is equipped with the nature of research, data, and data sources, and data processing and analysis are qualitative descriptive, and analytical by presenting systematically and comprehensively.

competition in the banking sector caused various strategies carried out by the bank to attract public interest to make customers.

The birth of PBI Number 19/8/PBI/2017 is the government's effort to meet the needs of the community in non-cash transactions using retail payment instruments and to facilitate and expand community acceptance for the national non-cash movement. Article 1 point 3 of

PBI No.14/2/PBI/2012 states that "Payment Instruments Using Cards (APMK) are payment instruments in the form of credit cards, automated teller machine (ATM) cards and/or debit cards."

The implementation of Bank Indonesia Regulation No. 11/11/PBI/2009 on the Implementation of Payment Instrument Activities Using Cards, empirically has been enacted and implemented simultaneously in Indonesia, because it relates to the banking world that is obliged to obey and comply with the provisions of Bank Indonesia Regulation No. 11/11/PBI/2009 on the Implementation of Payment Instrument Activities Using Cards as the norm that regulates the provisions of APMK. Based on Article 8 paragraph (1), paragraph (2), and paragraph (3) of Bank Indonesia Regulation No. 11/11/PBI/2009 concerning the Implementation of Payment Instrument Activities Using Cards (APMK), the Acquirer is obliged to conduct education and guidance to merchants who cooperate with the Acquirer. The Acquirer is obliged to stop cooperation with merchants who commit actions that can be detrimental. In addition, the Acquirer is obliged to exchange information or data with all other Acquirers about merchants who commit harmful actions and propose the inclusion of the merchant's name in the merchant blacklist.

As a concrete step, every bank in the territory of Indonesia, especially in Bali that implements Payment Instrument Using Card (APMK) is required to follow all the rules contained in the provisions of Bank Indonesia Regulation No. 11/11/PBI/2009 concerning the

Implementation of Payment Instrument Activities Using, one of which is related to the ease of payment through Electronic Data Capture (EDC), there are certain fees charged by the Electronic Data Capture (EDC) provider bank to businesses or merchants called surcharge or merchant discount rate (MDR).

Based on the results of interviews with Bank Indonesia Representative Office of Bali Province Official Mr. Yusuf Wicaksono as Head of SP Implementation Division, PUR, and Internal Management of Bank Indonesia, the Merchant Discount Rate (MDR) charged by the Bank to shop owners or merchants is 1%-2% (one percent to two percent) per transaction. After the launch of the National Payment Gateway (NPG), Bank Indonesia (BI) wants all payment system channels to be connected, so to encourage efficiency, Bank Indonesia has reduced transaction costs, where the Merchant Discount Rate (MDR) which was originally 1%-2% (one percent to two percent) to 0.15% (zero point fifteen percent) to 1% (one percent). Bank Indonesia (BI) explains the reason for the Merchant Discount Rate (MDR) transaction fee of 0.15% is the amount of transaction fees between fellow banks (on-us) and a maximum of 1% for different banks (off-us).

The imposition of the Merchant Discount Rate (MDR) is an obligation that must be borne by merchants. Bank Indonesia has also prohibited merchants from charging additional fees to consumers who use non-cash payment channels.

However, based on the facts found in the field, the imposition of the Merchant Discount Rate (MDR) fee by business actors becomes the obligation of

consumers, according to Mr. Ida Bagus Darmawan as the Bank Mandiri, most business actors seem unwilling to bear the additional costs of selling their goods and/or services because with the additional costs that must be borne, their profits are reduced, so the burden of paying the Merchant Discount Rate (MDR) fee is borne by consumers in transactions using debit cards or credit cards.

Furthermore, from the results of interviews with Mr. Yusuf Wicaksono as Head of the SP Implementation Division, PUR, and Internal Management of Bank Indonesia, even though Bank Indonesia has reduced the percentage level of the Merchant Discount Rate (MDR), which is only 0.5% - 1%, there are still merchants who charge Merchant Discount Rate (MDR) up to 2% (two percent) of the transaction nominal.

Based on data obtained from customers who use debit cards or credit cards, it is found that in the field there are fees charged to consumers in transactions using Electronic Data Capture (EDC) machines that charge surcharge fees from a range of 1% - 2.5%. Furthermore, compliance with Bank Indonesia Regulation No. 11/11/PBI/2009 concerning the Implementation of Payment Instrument Activities Using Cards cannot necessarily be applied in the field without supervision and socialization of merchants, based on the results of interviews at Bank Mandiri IGNA. Agni Premana located in Singaraja explained that when checking the Electronic Data Capture (EDC) machine at each merchant, the bank did not find additional fees on the Electronic Data Capture (EDC) machine because the Electronic Data Capture (EDC) machine

records the total fees charged to consumers when making transactions using debit or credit cards, so the bank cannot impose sanctions on the merchant. The results of interviews with Bank Mandiri Mr. Ida Bagus Darmawan, position e-channel Officer, stated that several criteria stages must be met by merchants/merchants to get Electronic Data Capture (EDC) machines that can be used for non-cash transactions, namely the fulfillment of permit procedures, and agreed agreements related to the use of Electronic Data Capture (EDC) machines, but if the criteria for these stages are not successfully implemented and comply with what has been determined, the merchant/merchant is not eligible to operate.

In the facts on the ground according to him, there are still violations that are not in line with these criteria, due to Balinese culture such as tolerance from the Balinese people or Bank Indonesia to supervise the activities of charging surcharge fees is still categorized as weak, Bank Indonesia's supervisory control and guidance are less careful and there is no counseling.

Bagir Manan argues that a state based on law is a state that places the law as the highest reference in the administration of the state and its Government (supremacy of law). At the level of state administration and government, the law is used as a guiding principle for all activities of state organs, government, officials, and the people. Almost all activities in the fields of state, government, and society must be based on law.

In connection with the criteria for applying for Electronic Data Capture (EDC) machines by merchants, it is

necessary to provide education, and socialization put forward by Bank Mandiri, Mr. Ida Bagus Darmawan, if the application for the use of Electronic Data Capture (EDC) machines is carried out with the provisions of binding rules, it is certain that the negative impacts caused will not cause the imposition of surcharge fees and as concrete will get permission from the Bank.

According to Soerjono Soekanto's view quoted by Sagung Indradewi, law enforcement lies in the activity of harmonizing the relationship of values that are spelled out in stable rules and manifesting action brushes as a series of final stage value elaboration, to create maintain and maintain peace of life. As for what can affect the main problem of law enforcement lies in the factors that may affect it. These factors include, among others, legal factors, law enforcement factors, facility factors, community factors, and cultural factors. Of the five factors mentioned above, the author finds 4 (four) factors that have an influence on law enforcement on the imposition of Merchant Discount Rate (MDR) fees, namely:

1. Legal Factors

Legal factors are one of the factors that affect law enforcement on the imposition of Merchant Discount Rate (MDR) to consumers. This is because Bank Indonesia Regulation No. 14/2/PBI/2012 on the Amendment of Bank Indonesia Regulation No. 11/11/PBI/2009 on the Implementation of Payment Instrument Activities Using Cards has not explicitly regulated the prohibition of merchants in the imposition of Merchant Discount Rate (MDR) to consumers, in addition to the

sanctions that are still relatively light, which are only in the form of termination of cooperation.

The results of the interview with Mr. Yusuf Wicaksono as Head of the SP Implementation Division, PUR, and Internal Management of the Bank Indonesia Representative Office of Bali Province, stated that in terms of imposing sanctions on merchants who charge surcharge fees, it has been regulated in Bank Indonesia Regulation No. 14/2/PBI/2012 concerning Amendments to Bank Indonesia Regulation No. 11/11/PBI/2009 concerning the Implementation of Payment Instrument Activities Using Cards, which as is known, the sanctions are only administrative sanctions. 2.

2. Law Enforcement Factors

Supervision carried out as well as providing guidance and education to merchants is one of the Acquirer's obligations as specified in Article 8 paragraph (1) of Bank Indonesia Regulation No. 14/2/PBI/2012 Regarding Amendments to Bank Indonesia Regulation No. 11/11/PBI/2009 Regarding the Implementation of Payment Instrument Activities Using Cards. However, based on an interview with Bank Indonesia official Mr. Yusuf Wicaksono as the Head of SP Implementation Division, PUR, and Internal Management at the Bali Representative Office of Bank Indonesia, the supervision of Bank Indonesia and acquirers based on reports received by the public is not enough to enforce the existing regulations. The reason is, that if the aggrieved community does not report and seems to let the problems they experience, the acquirer can't know the

incident and take action directly.

In connection with Bank Indonesia's supervision, of course, it leads to the authority of Bank Indonesia as a supervisor of the implementation of activities using debit cards or credit cards in non-cash transactions, the authority of Bank Indonesia is obtained from legislation. Bank Indonesia Regulation No. 14/2/PBI/2012 concerning Amendments to Bank Indonesia Regulation No. 11/11/PBI/2009 concerning the Implementation of Payment Instrument Activities Using Cards refers to Law No. 10 of 1998 concerning Banking, Law No. 23 of 1999 on Bank Indonesia, and Law No. 21 of 2008 on Sharia Banking, as well as Law No. 3 of 2011 on Fund Transfers. This refers to the provisions of Law No. 23 of 1999 concerning Bank Indonesia, that the provisions of Article 5 paragraph (1) of the Bank Indonesia Law state that Bank Indonesia is domiciled in the Capital City of the Republic of Indonesia.

3. Facilities Factor

Based on the results of interviews with Bank Mandiri, Mr. Ida Bagus Darmawan stated that customers who feel aggrieved are hesitant to complain to whom and where, this causes reports on merchants to be absent and the Bank also

3.2. Supervision of the Bali Province Representative Office of Bank Indonesia Against Merchants in Payment Transactions Through Electronic Data Machines

Indonesia is a country of law, where everything is regulated and protected by law. There are various types of laws that apply in Indonesia, with

feels that merchants have followed the rules. In line with Bank Central Asia Mr. Helvin Topanesa, stated that so far there has never been a report from the customer, the lack of reporting from the consumer has caused the Bank to be unable to impose sanctions on parties who have violated the terms of the agreement, so it is necessary from the Bank to provide a means of infrastructure for consumers to complain in the event of a surcharge.

4. Community Factors

By looking at the lack of compensation claims filed by consumers and the attitude of merchants who do not provide compensation, shows the low legal awareness of each party so that the existing law has not been applied properly. The author is of the view that some of the causes of low legal awareness of cardholders and merchants are their ignorance of the existence of provisions prohibiting the imposition of Merchant Discount Rate (MDR) to consumers, or even the merchant's intent to reverse the Merchant Discount Rate (MDR) to be borne by consumers because they do not want to lose. Another factor is the lack of effective socialization and education for cardholders/consumers.

various kinds of rules and legal sanctions contained therein. Bank Indonesia as the payment system authority has duties and authorities as stipulated in Article 15 of Law Number 3 of 2004 concerning Bank Indonesia, namely:

1. Carry out and provide approval and permission for the implementation of payment system services;
2. Requiring payment system service

providers to submit reports on their activities;

3. Determining the use of payment instruments.

The essence of crime prevention policies or efforts is essentially an integral part of efforts to protect society (social defense) and efforts to achieve social welfare. Therefore, it can be said that the ultimate goal or main objective of public law politics is the protection of society to achieve public welfare. According to Sudarto as quoted by Barda Nawawi Arief, suggests 3 (three) meanings of public legal policy, namely:

1. In a narrow sense, it is the overall principles and methods that form the basis of reactions to violations of the law in the form of crimes;
2. In a broad sense, it is the overall function of the law enforcement apparatus, including the workings of the courts the police; and
3. In the broadest sense, is the overall policy, which is carried out through legislation and official bodies aimed at enforcing the central norms of society.

By looking at the description above, there is a legal relationship between the bank as the supervised party and Bank Indonesia, the Financial Services Authority as the supervisory party, and this is regulated in Law Number 10 of 1998 concerning Banking, Bank Indonesia Law and the Financial Services Authority Law. So if seen based on the theory of authority where according to H.D. Stoud, as quoted by Ridwan HR, presents an understanding of authority. Authority is: "All rules relating to the acquisition and use of government authority by public law subjects in public legal relations".

The core objective of bank supervision is to protect customers who deposit and entrust their funds to banks. And encourage the realization of a healthy, strong, and efficient banking system to create financial system stability to help the growth of the national economy. However, with the existence of Law No. 24 Year 2004 on Deposit Insurance Corporation (hereinafter referred to as the Deposit Insurance Corporation Law), the authority of Bank Indonesia if there is a bank that can no longer be saved will submit the fate of the bank to the Deposit Insurance Corporation.

Supervision as a form of legal remedy is important considering that banks are financial institutions whose implementation cannot be separated from the role of customers, because the legal relationship between customers and banks is a legal relationship created based on trust. The Banking Law has contained various criminal provisions that criminalize various acts committed by bank employees. However, there are still many criminal behaviors by insiders that have not been regulated. The Banking Law has also not criminalized many crimes against banks committed by outsiders. Crimes against banks, whether committed by insiders or outsiders, can also be regulated in the Banking Law.

The legal remedy that can be done is the mediation stage where based on the results of interviews with Mr. Yusuf Wicaksono as Head of the SP Implementation Division, PUR, and Internal Management of the Bali Province Representative Office of Bank Indonesia banks are required to resolve Complaints no later than 20 (twenty) working days after the date of receipt of the written Complaint, unless certain

conditions cause the bank to extend the period, namely:

- a. The Bank Office that receives the Complaint is not the same as the Bank Office where the problem complained about occurred and there are communication problems between the two Bank Offices;
- b. The Financial Transaction complained by the Customer and/or Customer's Representative requires special research on the Bank's documents;
- c. other things are beyond the control of the bank, such as the involvement of third parties outside the Bank in the Financial Transactions carried out by the Customer.

Trust is the core of banking so a bank must be able to maintain the trust of its customers. Law as a tool of social engineering can be seen here. At the level of laws and Bank Indonesia Regulations, there are arrangements to maintain public trust in banking and at the same time provide legal protection for customers. Supervision of Card Payment Instruments (APMK), including credit cards and debit cards, consists of supervision of payment systems and supervision of institutional aspects. Parts of the national payment system administering Card Payment Instruments (APMK) and electronic money are supervised by Bank Indonesia, while the operating companies in the form of banking will be supervised by the OJK. The stages of handling consumer complaints regarding losses resulting from surcharge fees which are carried out in this case are described as follows:

1. Education
2. Consultation
3. Facilitation

Based on the results of an interview with Mr. Helvin Topanasa from Bank Central Asia, the sanctions that can be imposed on merchants are as follows:

1. Imposing administrative sanctions in the form of stopping activities using Electronic Data Capture (EDC) machines
2. Enter blacklist merchant data
2. Terminate cooperation between banks and traders who have been declared to have taken action to charge surcharge fees.

Based on the results of an interview with Mr. Yusuf Wicaksono, Head of the SP, PUR, and Internal Management Division of the Bank Indonesia Representative Office, Bali Province, administrative sanctions cannot be imposed on merchants, however, if it is proven that there are reports from consumers who feel disadvantaged by the surcharge fees being charged, Bank Indonesia will trace the acquirer/bank providing the Electronic Data Capture (EDC) machine. If there are reports from consumers, Bank Indonesia has firmly imposed sanctions on the organizers (banks) in the form of sanctions, namely

1. Administrative sanctions in the form of a written warning
2. Sanctions for revoking permits for activities as APMK organizers

Prohibitions regarding the charging of additional fees (surcharges) by merchants must be strictly regulated by the Acquirer through a cooperation agreement with the merchant. Consumer Rights as stated in Article 4 letter g of Law Number 8 of 1999 concerning Consumer Protection, namely the consumer's right to be treated and served honestly by merchants or business actors.

In connection with the provisions above, it will then be related to the form of supervision carried out by Bank Indonesia regarding the use of Electronic Data Capture (EDC) machines as follows:

1. Preventive Supervision (Preventive Action)

The provisions of Article 27 paragraph (1) PBI 16/1/PBI/2014 Bank Indonesia supervises the implementation of consumer protection provisions by organizers. Preventive supervision is supervision carried out before work begins to be carried out. In this research, the intended preventive supervision is to emphasize readiness to implement Card Payment Instruments (APMK) via Electronic Data Capture (EDC).

Head of SPPUR and Internal Management Division of KPwBI Prov. Bali Mr. Yusuf Wicaksono stated that one form of readiness to implement Card Payment Instruments (APMK) via Electronic Data Capture (EDC) is by conducting outreach and educating merchants. This socialization must be carried out by the organizing bank/acquirer. This is as stipulated in Article 8 paragraph (1) of Bank Indonesia Regulation No. 14/2/PBI/2012 Concerning Amendments to Bank Indonesia Regulation No. 11/11/PBI/2009 concerning the Implementation of Payment Instrument Activities Using Cards that "acquirers are obliged to provide education and guidance to traders who collaborate with acquirers." Furthermore, in Article 25 PBI No. 16/1/PBI/2014 determines that "organizers are obliged to carry out outreach and education related to the implementation of consumer protection."

Bank Central Asia, as the provider with the highest level of demand for Electronic Data Capture (EDC), has conducted outreach to the public by inviting all Bank Central Asia merchants. Based on the results of the interview with Mr Helvin Topanesa in the socialization carried out, Bank Central Asia provided merchants with an understanding of the provisions in Bank Indonesia Regulation No. 14/2/PBI/2012 Concerning Amendments to Bank Indonesia Regulation No. 11/11/PBI/2009 concerning the Implementation of Payment Instrument Activities Using Cards, where merchants are prohibited from taking actions that could be detrimental, including processing additional transaction fees (charging surcharges); process Credit Card cash withdrawal transactions, and carry out 2 swipe transactions (double swipe). Apart from that, Bank Central Asia also explained strict sanctions for surcharge practices, namely that the Bank is obliged to stop cooperation and withdraw Electronic Data Capture (EDC) machines with merchants/traders who carry out detrimental actions, including surcharging. Through this outreach, it is hoped that the public and merchants as well as Bank Central Asia customers in particular will increasingly receive clear information regarding the benefits of GNNT and GPN, and jointly support and implement the GNNT & GPN program from Bank Indonesia, and not carry out detrimental actions as regulated in Bank Indonesia Regulations.

2. Repressive Supervision (Repressive Action)

Repressive supervision is supervision carried out after the work or

activity has been carried out, in this case involving supervision carried out by Bank Indonesia after an act that is detrimental to consumers/cardholders occurs. Regarding repressive supervision efforts, the Head of the SPPUR Division and KPwBI Provincial Management. Bali Mr. Yusuf Wicakono stated that one form of this is by requiring organizers to submit reports on the implementation of payment transactions and the imposition of sanctions as specified in Part I Letter D number 1 of Bank Indonesia Regulation number 18/41/DKSP concerning the Implementation of Payment Transaction Processing. In addition to supervision carried out based on reports from the organizers, as a final measure, Bank Indonesia applies sanctions against organizers who do not implement the provisions of the applicable Bank Indonesia Regulations.

According to Achmad Ali, sanctions are a reaction, result, or consequence of violations or deviations from social rules (both legal and non-legal rules). However, based on the results of interviews with the Head of the SPPUR Division and KPwBI Provincial

4. CONCLUSIONS

1. Implementation of surcharge charges by merchants in non-cash transactions in the Legal Area of the Bali Province Bank Indonesia Representative Office, there are still charges carried out by merchants, because the authority of the Bali Province Bank Indonesia Representative Office is limited to preventive enforcement, while repressive law enforcement takes the form of The administration of administrative sanctions can only be coordinated with the Bank

Management. Bali Mr. Yusuf Wicakono that supervision is only carried out by Central Bank Indonesia as a whole, where the Representative Offices of each province do not have the authority to carry out supervision if violations of the EDC are found. The absence of supervision carried out by Representative Offices in each province can cause Bank Indonesia's supervision to not be optimal, such as reports regarding the misuse of Electronic Data Capture (EDC), where all policies depend on Central Bank Indonesia. Furthermore, this could trigger ineffective law enforcement regarding the provisions for implementing Electronic Data Capture (EDC), such as the imposition of sanctions as regulated in Bank Indonesia Regulations.

According to Hans Kelsen in the book Jimly Asshiddiqie and Ali Safa'at, a person is said to be legally responsible for a certain act, that is, he can be subject to a sanction in the case of the opposite act. The principle of giving sanctions to individual actions if objectively they carry out prohibited actions, but also if the consequences of these actions are intended.

- Indonesia Head Office if there are reports from the public who feel they have been disadvantaged.
2. Supervision the Bali Province Bank Indonesia Representative Office on traders (merchants) in payment transactions via electronic data capture (EDC) machines regarding the action of imposing surcharges in the form of providing outreach, education, and administrative sanctions in the form of terminating the cooperation relationship with the party providing the electronic data

capture (EDC) machine), ordering merchants to refund the amount of the transaction value which is indicated by a surcharge fee as a form of protection for consumers if a consumer reports experiencing a loss using a debit card.

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