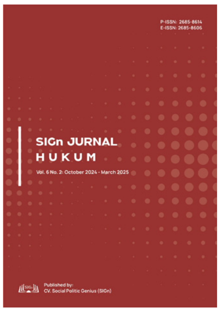

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Article Title

Refusal of Cash Payments in Transactions: The Sharia Economic Law Review on Business Practices at Mulia Coffeenary

Author(s)

Muhammad Rafi Desvrianto*
Institut Daarul Qur'an Jakarta, Indonesia || rafidesvrianto@gmail.com
**Corresponding Author*

Hisyam Asyiqin
Institut Daarul Qur'an Jakarta, Indonesia || hisyamasyiqin17@gmail.com

Abdul Muiz Nuroni
Institut Daarul Qur'an Jakarta, Indonesia || abdulmuiznuroni24@gmail.com

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ABSTRACT

Digital payment innovations have prompted business actors to implement exclusive non-cash transaction policies. However, this practice raises significant juridical and ethical problems. This research aims to critically analyze the policy of cash payment refusal through a case study at Mulia Coffeenary. The study employs an empirical legal research method, anchored by a primary review from the perspective of Sharia Economic Law. The results of the analysis indicate that this policy conflicts with the mandate of Rupiah sovereignty as outlined in Law Number 7 of 2011. Furthermore, the practice infringes upon the consumer's right to choose, which is guaranteed by Law Number 8 of 1999. From a sharia review, the practice is found to be inconsistent with the principle of mutual consent ('an tarāḍin minkum) in contracts and the legal maxim prohibiting harm (lā ḍarar wa lā ḍirār) to specific segments of society. It is concluded that the business rationale of efficiency and security cannot justify disregarding legal norms and transactional ethics. Therefore, this study recommends a model of coexistence between cash and digital payments to ensure broader financial inclusion and justice.

Keywords: *Business Actors; Cash Payment; Consumer Protection; QRIS; Sharia Economic Law.*

INTRODUCTION

The era of digital disruption has accelerated a fundamental transformation across various sectors, including finance and payment systems. Continuous advancements in information technology have introduced numerous conveniences, altering how society interacts and transacts in daily economic activities (Gadjong, 2023). One of the most significant manifestations of this progress is the innovation of digital or non-cash transaction services. This system encompasses instruments such as e-wallets, mobile banking, and internet banking. These instruments are perceived not only as safer and more effective but also as capable of enhancing efficiency and mitigating the risks inherent in cash transactions (Cahyaning & Puspawati, 2024).

One innovation that has experienced exponential growth in Indonesia is the implementation of the Quick Response Code Indonesian Standard (QRIS). As a national QR code standard, QRIS is designed to integrate various payment system providers, thereby enabling interoperable non-cash transactions through digital wallets and banking applications. The high rate of public adoption of QRIS is driven by the efficiency, convenience, and simplicity of its procedures. These factors have significantly supported the transition toward a more modern and integrated digital payment ecosystem (Kudu et al., 2023; Putri & Rahmanto, 2023). Ultimately, the presence of QRIS has positively contributed to the acceleration of transactions and the efficiency of economic activities for both business actors and consumers (Cahyaning & Puspawati, 2024).

Concurrently with the widespread adoption of QRIS, a business phenomenon has emerged wherein some business actors have begun to implement exclusive non-cash payment policies. This phenomenon is concretely manifested at Mulia

Coffeenary, which enforces an exclusive policy of non-cash payments via QRIS. This business establishment categorically refuses transactions conducted with cash. While this policy may be predicated on internal considerations of efficiency and security, it directly creates complex legal and social friction. Such a practice denies access to consumer segments that still rely on conventional payment methods.

This practice of exclusive non-cash payments is opposed to the Indonesian positive legal framework. Law Number 7 of 2011 fundamentally establishes the Rupiah as the sole legal tender within the territory of the Unitary State of the Republic of Indonesia. Article 23 section (1) of said Law imperatively obligates all parties to accept the Rupiah as payment in every transaction. Consequently, the act of refusing Rupiah cash not only risks incurring sanctions but can also be definitively qualified as an unlawful act.

Furthermore, from a consumer protection perspective, a policy that discriminates against a particular payment method may be deemed a violation of fundamental consumer rights. Law Number 8 of 1999 guarantees the consumer's right to choose and receive services without discrimination. This juridical foundation expressly opposes the practice of refusing cash. Such an act can be categorized as a discriminatory service, as it effectively restricts consumer access to goods or services (Tsabitah et al., 2025).

From another perspective, Sharia Economic Law mandates that all business activities must align with the principles of justice, transparency, and social responsibility. In response to the dynamics of digital transactions, the National Sharia Board of the Indonesian Ulema Council (DSN-MUI) issued Fatwa Number 116/DSN-MUI/IX/2017. This fatwa legitimizes the use of electronic money, provided it does not contradict Sharia principles (Maulana et al., 2024). While this fatwa serves as a crucial normative reference, it does not explicitly address the legality of refusing cash (*naqdan*), which is also recognized as a valid means of payment in *fiqh mu'amalah* (Nagri, 2021). In this context, a policy that exclusively provides QRIS as the sole payment method could potentially contravene a fundamental principle in Islamic contracts. This principle is that of mutual consent (*'an tarāḍin minkum*), as affirmed in the QS An-Nisa verse 29:

يٰٓاَيُّهَا الَّذِيْنَ اٰمَنُوْا لَا تَأْكُلُوْٓا اَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ اِلَّآ اَنْ تَكُوْنَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ ۗ وَلَا
تَقْتُلُوْٓا اَنْفُسَكُمْ ۗ اِنَّ اللّٰهَ كَانَ بِكُمْ رَحِيْمًا ﴿٢٩﴾

"O you who have believed, do not consume one another's wealth unjustly but only [in lawful] business by mutual consent. And do not kill yourselves [or one another]. Indeed, Allah is to you ever Merciful."

This principle emphasizes that, in Islamic law, every transaction must be based on the mutual willingness and agreement of both parties, free from any element of coercion or pressure, to ensure justice and validity in *mu'amalah* contracts. Compelling consumers to use a specific payment method can undermine this principle of consent. Moreover, this practice risks violating the legal maxim *lā ḍarar wa lā ḍirār* (do no harm and do not reciprocate harm), as it complicates and disadvantages segments of society that lack adequate digital access or literacy (Irfa'i, 2022).

Nevertheless, a careful mapping of the academic discourse on non-cash transactions reveals a significant research gap. The study by Situngkir (2018), for instance, asserts that although e-money does not inherently violate Law Number 7 of 2011, mandating its use could lead to discrimination and disregard the value of justice. Meanwhile, Ramadhan (2024) examines QRIS adoption from an accessibility standpoint but shifts focus to data protection vulnerabilities. From a Sharia perspective, a study by Pinara et al. (2025) suggests that the acceptance of non-cash systems in controlled environments, such as Islamic boarding schools, is contingent upon their adherence to the principles of *maqashid al-shari'ah*. Therefore, this research fills this crucial gap. It specifically and comprehensively analyzes the legality of private business actors' absolute refusal to accept cash in the open market, employing an integrated review of Law Number 7 of 2011, Law Number 8 of 1999, and the principles of transactional justice in *fiqh mu'amalah*.

Building on the articulated background and research gap, this study aims explicitly to critically analyze the practice of cash payment refusal at Mulia Coffeenary. This study will examine how this practice corresponds with the principles of freedom of contract, transactional justice, and consumer protection in Islam. Consequently, this research makes a significant contribution by offering a juridical-ethical framework for business actors in the digital era. Concurrently, it also enriches the literature on Sharia economic law in response to the disruption of payment technology. The findings are expected to serve as a reference for regulators, business actors, and the public in striking a balance between financial innovation, legal compliance, and the values of justice.

METHOD

This study is designed as empirical legal research employing a descriptive qualitative approach. This approach is specifically intended to provide a critical review from the perspective of Sharia Economic Law. This methodological choice is based on its relevance in dissecting a legal issue that exists at the intersection of ideal norms in regulations (*das sollen*) and the reality of social practices (*das sein*) (Qamar & Rezah, 2020). The qualitative approach enables the researcher to conduct an in-depth and holistic exploration of the phenomenon of cash payment refusal in the case study of Mulia Coffeenary. The focus is on interpreting meaning and understanding context, rather than on statistical generalization.

To construct a rich and multi-layered analysis, data were collected by combining primary and secondary data sources (Sampara & Husen, 2016). Primary data, constituting the main field data, were elicited through semi-structured interviews with the management of Mulia Coffeenary and its customers. This technique was reinforced by non-participant observation of the transaction processes. Concurrently, secondary data were gathered through a systematic review of documents. This study encompassed primary legal materials (Law Number 7 of 2011, Law Number 8 of 1999, and the DSN-MUI Fatwa), secondary legal materials (books of *fiqh*, textbooks, scholarly journals, and previous research), as well as other relevant tertiary legal materials.

The data analysis process is central to this methodology. The analysis was conducted systematically using the interactive model proposed by Miles and Huberman (1992). Following data condensation, the analysis culminates in the conclusion-drawing stage, which takes explicitly the form of a Sharia economic legal review (*syar'i legal review*). At this stage, the empirical facts from the case study are not merely compared but are profoundly interpreted through the process of *istinbath al-hukm* (legal derivation). The researcher will analyze the practice of cash refusal using the framework of *maqashid al-shari'ah* (the higher objectives of Sharia), relevant *qawa'id fiqhiyyah* (Islamic legal maxims), and the provisions of the DSN-MUI Fatwa. Within this analytical framework, the review of positive law is positioned as a comparative analysis to enrich the contextual understanding. Meanwhile, the Sharia economic law analysis is established as the primary analytical framework to address the central research objective. The credibility of the conclusions is strengthened through the technique of source triangulation, which ensures the validity of the findings.

RESULTS AND DISCUSSION

A. The Practice of QRIS-Based Payment Policies: Empirical Findings from the Mulia Coffeenary Case

Based on primary data collected through interviews and field observations, it was identified that Mulia Coffeenary has consistently implemented an exclusive payment policy. Since 2021, all transactions have been mandated to be conducted through Quick Response Code Indonesian Standard (QRIS) scanning. This policy is not merely preferential but absolute. The management explicitly provides no alternative for payment in the form of cash in Rupiah. The implementation of this policy is reinforced by visual information displayed at the cashier area, which explicitly states that the establishment only serves payments via QRIS. This finding confirms the practice of an absolute refusal to accept cash as legal tender, which constitutes the central point of this research analysis.

In-depth interviews with Mulia Coffeenary's management revealed three primary pillars of rationale underpinning the implementation of this policy. The first and most dominant reason is security considerations (Zainuri & Ruski, 2025). The management argued that by eliminating cash transactions, they could significantly mitigate various financial crime risks. These risks encompass external threats, such as robbery or theft, as well as internal risks, including the potential for employee fund misappropriation. The absence of physical cash in the register is considered the most effective preventive measure for creating a safer and more controlled business environment. Consequently, resources can be reallocated from securing cash assets to improving service quality.

The second reason that emerged was operational and administrative efficiency (Aziz, 2024). The management explained that a QRIS-based payment system automatically records every transaction digitally and in real-time. It drastically simplifies the daily bookkeeping and financial reconciliation processes, which previously required significant time and labor for manual counting, verification, and bank deposits. With a digital system, the potential for human error in record-keeping is minimized, and financial reports can be generated more rapidly and accurately. This efficiency is regarded as a competitive advantage, enabling management to focus more on core business development strategies.

Furthermore, from a customer service perspective, the mandatory QRIS policy is based on the objective of enhancing transaction effectiveness and speed. Particularly during peak hours, the payment process through QR code scanning is deemed considerably faster (Traa & Djaja, 2023). This process is superior to cash transactions, which involve counting money and providing change. By accelerating the workflow at the cashier, it is expected to reduce queue times and increase customer satisfaction, which in turn is anticipated to increase transaction volume. The modernization of the payment system is also considered part of a branding strategy to position Mulia Coffeenary as a modern, innovative establishment that is relevant to the digital lifestyle of its target market.

Nevertheless, non-participant observation in the field revealed varied impacts on consumers. On one hand, a majority of consumers accustomed to the digital ecosystem appeared to face no obstacles, completing their transactions smoothly. On the other hand, transactional friction was observed among specific consumer segments. Some prospective buyers, particularly those from older age groups or those who did not have a device with a sufficient digital wallet balance, exhibited confusion and disappointment. In several instances, observations captured transaction cancellations after consumers realized that a cash payment option was unavailable. This phenomenon suggests that, despite being founded on a strong business rationale, the policy has the potential to create exclusion and barriers to access for specific segments of society.

Overall, the empirical findings in this sub-chapter present an apparent dichotomy. From the internal perspective of the business actor, the mandatory QRIS policy at Mulia Coffeenary is a rational and strategic business decision, driven by motives of security, efficiency, and service effectiveness. However, from an external perspective, the policy's implementation raises the social consequence of potential exclusion for consumers who are not yet fully integrated into the digital payment ecosystem. These field facts will provide the factual foundation for a critical analysis using the positive law framework and a review of Sharia Economic Law in the subsequent subsections.

B. Juridical-Positive Analysis: The Conflict Between Business Policy, Rupiah Sovereignty, and Consumer Protection

The empirical findings regarding the exclusive QRIS payment policy at Mulia Coffeenary directly confront several fundamental pillars of the Indonesian positive law system. It occurs despite the policy being based on a clear business rationale. This juridical analysis will dissect the conflict through two primary frameworks: Law Number 7 of 2011 and Law Number 8 of 1999. The considerations of internal efficiency and security put forth by the management will be tested against imperative legal obligations that concern the broader public interest.

The first and most fundamental pillar of this conflict lies in the violation of Rupiah's sovereignty mandate. Article 2 section (2) of Law Number 7 of 2011 stipulates that "*types of Rupiah consist of paper Rupiah and metal Rupiah*." Subsequently, Article 21 section (1) point a of Law Number 7 of 2011 explicitly states that:

> *"The Rupiah must be used in every transaction that has the purpose of payment, which is conducted within the Territory of the Unitary State of the Republic of Indonesia."*

This provision leaves no room for business actors to refuse the Rupiah in its physical form (cash) as a means of payment. The argument that QRIS transactions still use Rupiah denominations cannot justify the refusal of the physical form of the currency itself. This legal obligation, as affirmed by Heriani (2021), is a manifestation of the state's monetary sovereignty. Thus, Mulia Coffeenary's absolute refusal of cash can be interpreted as an act that delegitimizes one of the legal forms of the state's currency.

Furthermore, Article 23 section (1) of Law Number 7 of 2011 reinforces this obligation by stating that:

> *"Every person is prohibited from refusing to accept Rupiah, the submission of which is intended as payment or to settle an obligation that must be fulfilled with Rupiah and/or for other financial transactions within the Territory of the Unitary State of the Republic of Indonesia, except if there are doubts regarding the authenticity of the Rupiah."*

The phrase "every person" encompasses both individuals and business entities without exception. This refusal becomes increasingly problematic considering that Article 33 section (2) of Law Number 7 of 2011 categorizes the act of refusing Rupiah for payment as a criminal offense. The sanction stipulated in this provision is a maximum imprisonment of one year and a maximum fine of IDR 200,000,000. The existence of this penal provision demonstrates the state's seriousness in protecting the function and honor of the Rupiah as legal tender. Although non-cash payment systems are encouraged for efficiency (Aman et al., 2023), such innovation does not automatically annul or negate the legal obligations explicitly stipulated in the law.

The second pillar of the juridical analysis is the violation of consumer rights. The mandatory QRIS policy directly creates a discriminatory practice that contradicts the spirit of Law Number 8 of 1999. Article 7, point c, of the said Law explicitly stipulates that "*business actors must treat or serve consumers correctly and honestly and not discriminately*." This provision implicitly demands equality of access and treatment. More explicitly, the act of refusing a consumer who intends to pay with cash is a form of discriminatory treatment. As analyzed by Mas'ud and Agustian (2022), discrimination is not limited to aspects of ethnicity or religion, but also includes unfair treatment based on ability or possession of technological access.

The consumer's right to choose is the essence of the protection afforded by the state. A policy that restricts payment methods to a single digital channel has effectively stripped consumers of their right to choose their method of payment. Consumers should be able to select the method that best suits their condition and capability (Tsabitah et al., 2025). The field finding of consumers canceling transactions is tangible proof of this deprivation of the right to choose. It creates an artificial barrier that not only harms individual consumers but also has the potential to disrupt a healthy and inclusive business climate.

Conceptually, the business actor's arguments regarding security and efficiency cannot serve as a justification for the proposed action. These arguments, while valid from the perspective of internal risk management, cannot override public law norms. The law does not grant business actors the authority to unilaterally transfer their business risks to consumers by limiting their statutory rights. A more appropriate and legally compliant solution would be to provide various payment options, both cash and non-cash, thereby preserving the principle of inclusivity (Sherlyani & Andriasari, 2023). Therefore, from a positive law perspective, the practice implemented by Mulia Coffeenary is juridically indefensible, as it simultaneously violates currency sovereignty and infringes upon fundamental consumer rights.

C. A Critical Review from Sharia Economic Law: Assessing the Principles of Justice and Consent in Digital Transactions

Shifting from a formal legal analysis, a review from the perspective of Sharia Economic Law offers a more profound dimension of analysis. This review focuses on the substance of justice (*al-'adālah*), public interest (*al-maṣlaḥah*), and mutual consent (*al-tarāḍī*) within transactions. Although technological innovations like QRIS are fundamentally in line with the principle of promoting ease in Islam, their exclusive and coercive implementation necessitates a critical review. The implementation in the Mulia Coffeenary case must be examined in terms of fulfilling the pillars and conditions for a valid sales contract, as well as its impact on the fundamental values of *mu'amalah* (Islamic transactional jurisprudence).

The first and most fundamental aspect injured by the mandatory QRIS policy is the principle of mutual consent (*'an tarāḍin minkum*). This principle constitutes the spirit of every transaction in Islam. Sourced from the QS An-Nisa verse 29, it asserts that the validity of a commercial transaction depends on a sincere agreement, free from coercion, between the seller and the buyer. When a consumer who possesses legal tender and intends to make a purchase is obstructed by a business actor's unilateral policy, the element of consent from the consumer's side is nullified. The empirical finding of consumers canceling transactions is concrete evidence of this principle not being met. This practice transforms the sale and purchase relationship, which should be equal, into a coercive one. In this relationship, the consumer is positioned as the party who must submit to a system determined absolutely by the business actor (Irfa'i, 2022).

Furthermore, this policy directly clashes with the fundamental legal maxim, *lā ḍarar wa lā ḍirār*. This maxim means "there shall be no causing of harm nor the reciprocation of harm." The business rationale articulated by Mulia Coffeenary's management is, in essence, an effort to repel harm (*ḍarar*) from their internal perspective. However, the solution they implement creates a new harm for an external party: the consumer. This harm manifests as access difficulties for consumers who lack a device, sufficient funds, or adequate digital literacy. In

Islamic jurisprudence, an action that repels one harm by causing another harm of equal or greater magnitude to another party is unjustifiable.

An analysis from the perspective of *maqāṣid al-sharī'ah* (the higher objectives of Islamic law) further deepens this review. Payments via QRIS may indeed support one of the objectives of Sharia, namely the protection of wealth (*ḥifẓ al-māl*) for the business actor from the risk of loss. Nevertheless, its exclusive implementation has the potential to neglect other, broader objectives of Sharia. This policy can hinder the realization of social justice and equitable economic access, which are essential components of collective wealth protection. The utilization of technology should not be judged solely on its worldly benefits; it must also be weighed against the comprehensive benefits (*maṣlaḥah*) and harms (*mafsadah*) it generates (Putri & Basir, 2023). When an innovation creates exclusion and complicates matters for some members of society, the intended benefit becomes partial and misaligned with the spirit of universal justice in Islam.

It must be emphasized that Sharia Economic Law is inherently adaptive to the developments of the age. The use of digital payment instruments, such as QRIS, as a substitute for cash (*naqdan*) is not substantively prohibited (Susanti, 2024). Money, whether in physical or digital form, functions as a valid medium of exchange and a measure of value. However, the issue arising in this case is not the validity of QRIS as a payment instrument. The primary issue lies in the act of refusing cash, which also holds strong legitimacy in the history and practice of Islamic *mu'amalah* (Nagri, 2021). Thus, a policy that eliminates one valid and universal form of payment to prioritize another with limited access is problematic from a jurisprudential (*fiqh*) perspective.

In conclusion, from a Sharia Economic Law review, the business practice implemented by Mulia Coffeenary is unjustifiable. The policy has simultaneously ignored the principle of mutual consent as a condition for a valid contract, caused harm to a segment of consumers, and is not fully aligned with the achievement of comprehensive welfare as demanded by *maqāṣid al-sharī'ah*. Financial technology innovations should function as instruments to expand access and create convenience for all parties. They should not become barriers that create new divisions in the economic interactions within society.

D. Synthesis and Implications: Toward a Balance Between Financial Innovation and Transactional Justice

After dissecting the practice of cash payment refusal through the reviews of positive law and Sharia Economic Law, this stage aims to synthesize both analyses. The objective is to formulate a holistic understanding and discuss the broader implications. The analyses in the preceding subchapters converge to a similar conclusion. Despite originating from different philosophical sources, both legal frameworks arrive at the same verdict: the exclusive QRIS payment policy implemented by Mulia Coffeenary is a practice that is both juridically and ethically problematic.

The business rationale articulated by the management—security, efficiency, and speed—loses its justificatory power when confronted with a higher hierarchy of norms. These arguments are indeed valid within the corridors of internal management. However, from a legal perspective, the private interest of a business actor in mitigating risks and optimizing operations cannot serve as a justification for such actions. Such interests cannot override the public legal obligations mandated by Law Number 7 of 2011 and the fundamental consumer rights guaranteed by Law Number 8 of 1999. Similarly, from a sharia perspective, the claim of efficiency (a partial benefit, *maslahat juz'iyyah*) cannot negate the greater harm (*mafsadah*), namely the loss of the principle of mutual consent and the creation of access difficulties for a segment of society.

The implications of this practice extend beyond the mere transactional issue at a single coffee shop; they touch upon more fundamental issues concerning the direction of technological innovation and social justice. The movement toward a cashless society, driven by advancements in financial technology, is often articulated as a path to financial inclusion. However, this case reveals a paradox: when innovation is implemented exclusively and in a top-down manner without considering the readiness and diversity of societal conditions, it inversely transforms into an instrument of exclusion. This practice risks widening the digital divide. It also marginalizes groups in society that have not yet adapted or are unable to adapt to digital payment technologies, such as the elderly, communities in areas with limited connectivity, or those who lack access to formal banking services.

Therefore, the path toward balance lies not in rejecting digital innovation, but in its wise, inclusive, and just implementation. The equilibrium between financial innovation and transactional justice can be achieved through the principle of coexistence, not substitution. Business actors are encouraged to adopt technologies like QRIS as one of several alternatives that enrich consumer choice, not as the sole pathway that restricts their rights. By providing a cash payment option alongside digital ones, business actors not only comply with legal and ethical obligations but also strategically embrace a broader market segment, build an inclusive business image, and ultimately contribute to fostering organic and non-coercive technology adoption.

Thus, this comprehensive analysis confirms a tangible conflict between the technocratic efficiency pursued by business actors and the principle of transactional justice—a principle that is both a state legal mandate and the ethical foundation of *mu'amalah* in Islam. The practice of refusing cash payments, rather than being a symbol of progress, instead reflects a premature implementation of innovation that fails to fully consider its impact on the broader legal and social order.

CONCLUSIONS AND SUGGESTIONS

Based on the results and discussion, it is concluded that the policy of refusing cash payments implemented by Mulia Coffeenary is juridically and ethically indefensible, notwithstanding its foundation in a strong business rationale. From a positive law perspective, the practice simultaneously violates the mandate of Rupiah sovereignty as stipulated in Law Number 7 of 2011 and injures the consumer's right to choose as guaranteed by Law Number 8 of 1999. Meanwhile, from a Sharia Economic Law review, this policy contradicts the fundamental principle of mutual consent (*'an tarāḍin minkum*) in contracts and causes harm (*ḍarar*) to a segment of consumers that is disproportionate to the benefit (*maṣlaḥah*) it seeks to achieve.

This finding implies the importance of recalibrating business approaches to the adoption of financial technology innovations. To that end, it is recommended that business actors, including Mulia Coffeenary, apply the principle of coexistence by continuing to provide a cash payment option alongside QRIS payments. This measure not only serves as a form of compliance with the law and the ethics of *mu'amalah* but also constitutes an inclusive business strategy to reach all consumer segments. Furthermore, for regulators such as Bank Indonesia, it is suggested that they reinforce public communication, clarifying that the promotion of digital payments does not negate the obligation to accept cash. It aims to prevent the spread of similar practices that could potentially create financial exclusion. Lastly, this research opens avenues for further academic inquiry to analyze this phenomenon on a broader quantitative scale or to review it from the perspective of competition law.

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