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The Principle of Non Discrimination Against the Unilateral Determination of Payment Method Provisions in Non Cash Buying and Selling Transactions

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ABSTRACT

This study aims to identify how sales and purchase transactions can justice fairness for consumers to avoid discrimination in payment methods. The research employs a normative juridical method with statutory, case, and conceptual approaches. The legal materials used consist of primary, secondary, and tertiary sources, analyzed qualitatively by interpreting data obtained from both literature studies and interviews to answer questions regarding the application of legal principles and legislation in consumer protection. This study discusses the application of the principle of non-discrimination in the practice of rejecting cash payments by business actors, with a case study at RUDS Coffee, which implements a cashless-only payment system. The results indicate that such a policy potentially violates the provisions of Law Number 7 of 2011 on Currency and Law Number 8 of 1999 on Consumer Protection, as it limits consumers' rights to use Rupiah in cash as legal tender. The refusal to accept cash payments without a valid reason constitutes a form of discrimination against consumers who lack access to digital financial services. Therefore, strengthening regulations and supervision of the payment system is necessary to ensure legal certainty, fairness, and equal protection for all consumers.

Key Words: Consumer Protection, Cash Payment Refusal, Legal Certainty, Sales and Purchase Transactions.

A. Introduction

Along with the development of the times, human mindsets and needs continue to change. This development also affects various aspects of life, including one of which is in the practice of buying and selling. If in the past humans relied on barter as a means to exchange goods to meet needs, now buying and selling is made easier with various payment methods. After barter, the world continues to transform by creating efficient and practical payment methods. Starting from the use of coins and paper, to the emergence of new paper-based payment methods such as checks or bilyet and card-based such as credit or debit.

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Payments by the traditional way, which involves the use of cash, checks or debits have various limitations in several things such as speed, security and efficiency.[1] Departing from the limitations of traditional payments, now the development of digital technology has penetrated into payment methods that bring people to know digital payments. These digital payments are made to have a positive impact on consumers, namely being more sophisticated and more responsive.[2]

The existence of digital payments makes it easier for people to meet their needs. Digital payments have also undergone developments, starting from mobile banking which was made to make it easier for customers of each bank to make transactions until finally the emergence of digital wallets or e-wallets that help consumers to transact without having to have an account from a certain bank. The use of electronic money is a trend that has begun to shift the use of cash. Payment methods that use electronic money are better known as cashless payments, this non-cash payment has been increasingly used since the Covid 19 pandemic which at that time was needed to maintain distance.

One of the non-cash payments that is now widely known and used is QRIS. Before the emergence of QRIS, payment systems that used QR codes had their own QR codes. Where every digital-based payment, both e-wallet and mobile banking, has a QR code that is issued separately and can only be accessed using an account from the user's e-wallet or mobile banking. To overcome this, Bank Indonesia issued QRIS (Quick Response Code Indonesian Standard) which previously QR codes were exclusive and could only be read by the issuer to be inclusive and can be read by other issuers.[3]

Bank Indonesia collaborated with ASPI (Indonesian Payment System Association) in the preparation of QRIS, until finally in August 2019 QRIS was released and starting in 2023 QRIS can be used as a payment method in ASEAN countries.[4] The rapid progress of QRIS is in accordance with the slogan made by Bank Indonesia, namely UNGGUL, which is Universal can be reached by all levels of society; Easy means easy transactions via mobile phone; Profit is felt by both the seller and the buyer because of the very efficient payment; and Direct means that payments are direct with a fast process.[5] The popularity of QRIS usage continues to increase with the number of users reaching up to 50.50 million and the number

[1] Maulidah, Alfi Rizka, Rini Puji Astuti, Khaerun Nisa, Wisnu Erlangga, and Endah Hambarwati. "Development of digital payment systems: In the era of the industrial revolution 4.0 in Indonesia." Journal of Digital Economics and Business 1, no. 4 (2024): 798-803, p. 801

[2] *ibid*

[3] Farhan, Ahmad, and Aishwari Wardani Shifa. "The use of QRIS payment methods in every MSME in the digital era." *Journal of Community Service of the Archipelago* 4, no. 2 (2023): 1198-1206, p. 1199

[4] Tempo.co. "The History of QRIS in Indonesia to Be Used in ASEAN Countries." April 11, 2023. https://www.tempo.co/ekonomi/sejarah-qris-di-indonesia-hingga-bisa-digunakan-di-negara-asean-199154, Retrieved 21 May 2025

[5] Adetia, Sekar Nurlaeli. "Comparative Analysis of the Success of MSMEs in Purbalingga Before and After Using the Quick Response Indonesian Standard (QRIS)." STATE ISLAMIC UNIVERSITY PROF. KH SAIFUDDIN ZUHRI. https://repository. Unexpected. ac. id/22379/1/Sekar Nurlaeli Adetia_Analisis Comparison of MSME Success in Purbalingga Before and After Using Quick Response Indonesian Standard% 28QRIS 29 (2023), p. 11.

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of merchants reaching 32.71 million in July 2024.[6] Based on Article 1 paragraph 13 of the Regulation of Members of the Board of Governors Number 3 of 2025, merchants in QRIS are merchants who are registered in the NMR to receive QRIS transactions. Article 6 paragraph 1 of the Regulation of Members of the Board of Governors Number 3 of 2025 also requires every QRIS merchant to use QRIS in every payment transaction in Indonesia facilitated by QR Code, this is one of the causes of the increase in the use of QRIS.

If at first QRIS was not used by many merchants, now MSMEs have even provided QRIS as one of the payment methods. The existence of QRIS has a positive impact on MSME traders with proven an increase in income of up to 5-10 percent in a day for some traders.[7] The phenomenon of using QRIS continues to develop, especially among young people who are reluctant to carry cash. Because non-cash payment methods or cashless payments continue to increase, now cashless payment is a favorite for merchants or merchants. Favoritism in these payment methods has become a double-edged sword for consumers, because some merchants have begun to remove cash payments as a means of payment and only accept non-cash payments as a means of transaction.

As in the case of the unilateral determination of the provisions of RUDS Coffee's payment method, which directly rejects buyers who want to transact using cash. Through Article 4 paragraph 7 of Law Number 8 of 1999 concerning Consumer Protection (hereinafter referred to as the UUPK), it is explained that consumers have the right to be treated or served correctly and not discriminatory. By rejecting consumers who want to transact using cash, it has clearly violated the rights of consumers who in good faith want to carry out the transaction process of buying and selling, moreover it is described in Article 7 letter c of the UUPK, that business actors are obliged to serve consumers correctly and not discriminatory. In other words, the refusal of cash payments not only violates the rights of consumers, but business actors also do not carry out their obligations. This is also affirmed in Article 28D paragraph (1) of the 1945 Constitution which reads: "Everyone has the right to fair legal recognition, guarantee, protection, and certainty as well as equal treatment before the law".

The spread of digital payments has made non-cash payments increasingly dominant, which in turn created *a cashless society*. However, the shift towards a cashless payment system must be understood not only as a technological advancement, but also as an issue related to the economic fulfillment of citizens' rights. Although non-cash payments have advantages in terms of efficiency, but this policy applied exclusively has the potential to limit people's access to economic services, especially for groups that have not been digitally integrated, the existence of this policy is indirectly an act of discrimination. The emergence

[6] Administrator. "QRIS Transactions Soar 226.54%, Digital Payments Revolution in Indonesia." Indonesia.go.id, July 29, 2024.
https://indonesia.go.id/kategori/editorial/8434/transaksi-qris-melonjak-226-54-revolusi-pembayaran-digital-di-indonesia, Accessed on May 21, 2025

[7] Sihaloho, Josef Evan, Atifah Ramadani, and Suci Rahmayanti. "Implementation of the Indonesian Standard Quick Response Payment System for the Development of MSMEs in Medan." Journal of Business Management 17, no. 2 (2020): 287-297, p. 295.

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of a *cashless society* cannot override the right of citizens to use legal means of payment as well as the right to obtain services without discrimination. This is in line with the approach to justice theory used in this study, namely the concept *of "justice as fairness"* by John Rawls, which emphasizes the importance of equality of basic freedoms for every individual[8], so that every economic policy must ensure fair opportunities and equal treatment for all citizens.

The law in any country is a general order that is supported by[9] threats, in the context of consumer protection this is reflected in the existence of a number of regulations that expressly guarantee the rights of consumers so that they are not harmed by unfair business practices. The Governor of Bank Indonesia, Doni Joewono, emphasized that every trader must accept cash and non-cash payments. According to him, the form of cash and non-cash are both rupiah and both are forms of payment, so it is appropriate for traders not to reject buyers who want to pay in cash considering that the payment method is legal.[10] In Article 23 of Law Number 7 of 2011 concerning Currency, it has been emphasized that everyone is prohibited from rejecting the rupiah in the event that its submission is intended as payment. Furthermore, in Article 33 paragraph 2 of the Currency Law, it is explained the legal consequences arising from the violation of Article 23 of the Currency Law. Referring to these conditions, the refusal of cash in the RUDS Coffee case has violated the principles of consumer protection, including the principle of justice and the principle of legal certainty. The principle of justice means providing opportunities for consumers and business actors to obtain rights and carry out obligations, while the principle of legal certainty is intended so that consumers and business actors obey the law and obtain justice.[11] Although there has been an affirmation from the Governor of Bank Indonesia that every merchant is required to receive cash as a form of payment, there are still many merchants who choose to only accept cashless payments because they are considered more efficient and effective, moreover, there has been no government action in overcoming consumer discrimination against this payment method.

Based on the provisions of Article 2 of Bank Indonesia Regulation (PBI) Number 17/3/PBI/2015, every transaction carried out in the territory of the Unitary State of the Republic of Indonesia is required to use Rupiah. This provision is strengthened in Article 3 which emphasizes that the obligation to use rupiah applies to all forms of transactions, both cash and non-cash, which include payment activities, settlement of obligations that must be fulfilled with money, and other financial transactions. Thus, this regulation provides space

[8] Mendrofa, Otniel Ogamota. "Restrictions on Religious Freedom Based on Theories of Justice and Human Rights." *Milthree Law Journal* 1, no. 1 (2024): p. 30

[9] Joesoef, Iwan Erar, Sp N. SH, and M. Kn. *Legal Theory: Dogma-Theory-Philosophy*. Image Aditya Bakti, 2021. p. 17.

[10] Tempo.co. "Bank Indonesia Reprimands Traders Who Refuse Cash Payments: Violating the Law." October 18, 2024.
https://www.tempo.co/ekonomi/bank-indonesia-tegur-pedagang-yang-menolak-pembayaran-tunai-melanggar-undang-undang-411838, Accessed on May 21, 2025

[11] Barkatullah, Abdul Halim. Consumer rights. Nusamedia, 2020. p. 26

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for the parties to choose the payment method used in the purchase and sale transaction, as long as the means of payment used remains in the form of rupiah as a legal currency. Regarding the non-cash payment method policy, Article 10 of PBI Number 17/3/PBI/2015 expressly prohibits each party from refusing to receive rupiah if the submission is intended as payment. Although it does not explicitly mention the term cash rejection, the provisions in paragraph (2) explain the existence of an exception, namely if there is doubt about the authenticity of the rupiah banknotes used in the transaction. Thus, the refusal of cash payments made not for reasons of doubt about the authenticity of money can be categorized as a violation of the obligation to receive rupiah.

The Civil Code (KUHPerdata) regulates the sale and purchase transactions in Chapter V, it is stated that the sale and purchase transaction is a reciprocal agreement where the seller is obliged to deliver the goods or services and the buyer is obliged to pay for the goods or services obtained. In the process of obtaining these goods or services, payment is an essential element that realizes the achievements of the buyer, so that its existence is an absolute requirement in the implementation of the sale and purchase agreement. The form or method of payment is not explicitly regulated in the Civil Code, but based on the principles of consensualism and freedom of contract, the refusal of cash payment has violated the creation of an alliance between the seller and the buyer. Moreover, since rupiah cash is a legal tender under positive Indonesian law, the rejection of it can be seen as contrary to the substance of the agreement in buying and selling as stipulated in the Civil Code, which emphasizes the balance of rights and obligations between the seller and the buyer in fulfilling the achievements of each party.

Unlike Indonesia, which expressly regulates the prohibition of rupiah rejection as stated in the Currency Law and other regulations that the author has described, Sweden, which is known as a pioneer of *a cashless society* , business actors are allowed to refuse cash as a means of transaction as long as the information is conveyed to consumers first. According to a report from Riskbank 2025 (the Central Bank of Sweden) only about 10% of transactions use cash as a means of payment[12], and it is estimated that in the next 5 years Sweden will become a *cashless economy*. This difference shows that Indonesia applies a more protective approach to the use of cash to ensure inclusive access to payments, while Sweden provides greater flexibility to business actors in determining payment policies.

Several previous studies have discussed discrimination by business actors experienced by consumers. Research from Ammi Yustisha discusses discrimination experienced by female consumers. The Pink Tax phenomenon reflects the price gap which is considered to be a form of discrimination, in this study price discrimination is not widely realized by female consumers so there is no action from the government to overcome this discrimination. The difference with the author's research is that the author analyzes

[12] Sveriges Riksbank. *Payments Report 2025*. Stockholm: Sveriges Riksbank, 2025. "The Swedish Payments Market Is Almost Entirely Digital." https://www.riksbank.se/en-gb/payments--cash/payments-in-sweden/payments-report-2025/trends-on-the-payments-market/the-swedish-payments-market-is-almost-entirely-digital/. Diakses pada 24 November 2025

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concrete cases where discrimination occurs in the unilateral determination of the payment method. The author also sees that there are already regulations in place but there is still no awareness from business actors to implement these regulations. Another study from Raihan Fathurrahman et al, which analyzed cases in judgments where there was discrimination against people with disabilities by airlines. In the decision, it has been proven that the discrimination occurs and the business actor (airline) is obliged to compensate, this research also touches on the agreement in the Civil Code. The difference with the author's research is that the author analyzes cases that have not been prosecuted but harm many people, and the author also analyzes how buying and selling transactions should be that provide justice to consumers. Research from Rizkan Armis et al, analyzed the rejection of coins as a means of transaction in Lueng Bata District. The rejection of coins is carried out by business actors without knowing the legal consequences that occur if it is carried out, this research is also carried out by the business actor interview method. The difference with the author is that the author takes the perspective of discrimination against consumers, not only focusing on the legal consequences that occur. This study looks at the rejection of coins while the author analyzes the rejection of cash, both paper and metal.

B. Research Methods

This research is a type of normative-empirical research, which is a combination of normative juridical research and empirical juridical research. Empirical juridical research by examining legal norms and principles contained in and outside laws and regulations in order to gain a deep understanding of their application in practice. Normative research includes an analysis of legal principles as part of an important legal source[13], aiming to examine positive legal provisions, legal principles, and doctrines related to consumer protection. Empirical research is used to see how the provisions are used in practice through the collection of primary data in the form of interviews with related parties, interviews are conducted to see the effectiveness of the applicable positive legal provisions. This study examines the norms of Bank Indonesia's regulations on Currency and regulations regarding the Consumer Protection Law. This research uses three problem approaches. First, the statute approach, namely by studying and analyzing laws and regulations that regulate the protection of consumer rights, such as Law Number 8 of 1999 concerning Consumer Protection and other related regulations. The next approach is the conceptual approach, used to understand the legal principles underlying consumer protection, including the principle of justice, and the principle of legal certainty. The author also uses a case approach, in this study it is carried out through the collection of field data by survey method or interviews with consumers who have suffered losses or violations of rights, even though there has been no court decision. This approach aims to obtain a concrete picture of the

[13] Ali, Zainuddin. Legal Research Methods. Jakarta: Sinar Grafika, 2022, p. 24

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practice of consumer rights violations that occur in society and relate them to applicable legal norms and principles.

The primary legal materials used in this study consist of: the Constitution of the Republic of Indonesia in 1945; Law Number 8 of 1999 concerning Consumer Protection; Law Number 7 of 2011 concerning Currency. In this study, the secondary legal materials used include the results of interviews with management and direct surveys by the author conducted on September 30, 2025, as well as scientific journals containing the results of previous studies and research related to consumer protection and legal principles. For tertiary legal materials, it includes articles from online media that contain actual information related to the issue being researched.

C. Results and Discussion

1. Buying and Selling Transaction Process at RUDS Coffee

RUDS Coffee and eatery, hereinafter referred to as RUDS, is a café located in the East Jakarta area. RUDS has been established since August 2024, although from the outside it looks like a restaurant, in an interview the management stated that RUDS is a café that reaches all levels of society. Since the establishment of RUDS, it has been revealed that more customers are in the category of productive age or can be said to be financially qualified.

Buying and selling transactions at RUDS are carried out directly between the café as a business actor and customers as consumers. The transaction includes the process of ordering, paying, and delivering goods in the form of food and beverages. In transactions, customers can pay directly when placing an order at the cashier or customers can make an open bill where customers can add orders gradually and make the entire total payment at the end.

Based on the results of the author's interview with RUDS management on September 30, 2025, it is known that the payment methods implemented at RUDS include:

a. Payment through QRIS, customers can scan the QR code provided by the cashier through their respective digital wallet or mobile banking applications; and
b. Payment via debit, customers can make payments using debit cards from several banks that have collaborated with RUDS.

It can be seen from the classification of payment methods above that RUDS only applies a payment method in the form of cashless payment. The management revealed that this non-cash payment policy was set directly by the owner and has existed since RUDS was established. According to the management's information, this non-cash payment policy is a more efficient step, simplifying the transaction process, and preventing unwanted things. Unwanted things as an example are conveyed, namely minimizing negative things that arise due to employee dishonesty.

Seeing the non-implementation of cash payments, the author realizes that this creates limitations for customers who can only transact using cash. It seems that the

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management is also aware of this and understands that there are some groups of people who do not have access or do not understand the non-cash payment process. In an interview, management said that not a few customers were surprised by the payment policy implemented, even some customers canceled transactions as a result of the policy. When there is a transaction cancellation, what is highlighted by the management is an unpleasant expression from customers, this is unfortunate because it causes a bad impression on RUDS itself. There is an interesting thing for the writer when it is conveyed by management that the incident of transaction cancellation does not only occur in parents but has occurred among school children. Looking at the case, it can be concluded that the non-cash payment policy affects every level of society, both old and young.

Faced with several cases of transaction cancellation, management immediately evaluated so that there would be no transaction cancellation incident. From the evaluation that has been carried out, the management conveys the following solution: the cashier will approach the manager for confirmation and then receive cash payments from the customer, then the management will make non-cash payments or transfer to RUDS based on the appropriate amount of the customer's total spending so that the payment is still recorded in non-cash.

In the interview, the management also said that he knew about the provisions of the Currency Law which states that the rupiah is a valid payment method, in this case the cash payment method should be accepted by the RUDS. Management highlighted that each company has its own policy and with the non-cash payment policy being very beneficial from business actors, management expects steps from the government to educate or socialize about non-cash payments considering the convenience provided by these payment methods.

Non-cash payments do have advantages in terms of efficiency, but that doesn't mean this method doesn't have weaknesses. Digital payments depend on the strength of the weak network, it is not uncommon for customers to experience problems when there is an error from the application or edc machine or weak or signal loss from the network. To anticipate this, RUDS invites customers to use the café's wifi so that the transaction can still be carried out.

When RUDS unilaterally establishes payment methods that can only be made on a non-cash basis, questions arise to the extent to which the policy respects the principle of non-discrimination. Basically, the principle of non-discrimination requires that every business actor treat customers regardless of anything, including economic background and ability to access payment facilities. Hearing management who mentioned that several times there are often cancellations of transactions due to the non-cash payment policy, this proves that this policy causes restrictions on economic access to certain consumer groups. When viewed in the principle of non-discrimination, this is included in the form of indirect discrimination, because it indirectly excludes parties who do not

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have access to non-cash payment methods, even though business actors have no intention of discriminating.

When implementing the non-cash payment policy, customers should have access to this information, but it is very unfortunate that RUDS does not include a banner or writing stating that RUDS only accepts non-cash payments, therefore the author suggests that it provide a notification in any form. Getting information about the policy is also the right of the customer, knowing that RUDS only accepts non-cash payments first, this can avoid the occurrence of transaction cancellations.

2. Payment Methods in Buying and Selling Transactions that Provide Protection for Consumers

Consumer Protection is a term that describes the legal protection provided to consumers as an effort to fulfill the rights that should be obtained by consumers and protect consumers from things that can harm consumers themselves. The UUPK states that consumer protection is an effort to ensure legal certainty to provide protection for consumers. In buying and selling transactions, the scope of consumer protection starts from the stage of acquiring goods or services to the consequences of the use of the goods or services obtained. Consumer protection is formed based on the principles of benefit, justice, balance, consumer security and safety, and legal certainty. These principles can be seen as goals and benefits that can be felt by business actors and consumers, the principle of benefit means that neither consumers nor business actors must feel the benefits, the principle of justice means that both parties must act fairly in the acquisition of rights and the implementation of obligations, the principle of balance means the creation of balanced rights and obligations for both parties. From a brief explanation of these principles, it is clear that the UUPK not only protects consumers, but also creates a reciprocal relationship in it. Business actors and consumers are obliged to carry out their rights and obligations in order to create a fair, balanced, and useful transaction process. When buying and selling transactions take place, the payment method is an inseparable part of the creation of a sale and purchase agreement. Referring to this, the form of payment formed is not only a technical matter but concerns the right of consumers to choose and get fair and non-discriminatory services.

The principle of non-discrimination requires business actors not to discriminate against consumers based on their ability or access to certain facilities. In the context of RUDS Coffee that implements *cashless only* payments without prior notice, it has the potential to violate this principle. Business actors unilaterally determine the payment method without considering the condition of the consumer, even though they consciously know that some people do not have access to the payment method and know that cash is a legitimate payment. The actions of these business actors cause injustice because the consumer's right to choose and obtain goods according to the exchange rate is hindered. In addition, the absence of information about payment methods on menus, bulletin boards and other forms causes inconvenience for consumers. This condition also does not fulfill the consumer's right to correct and clear information as stipulated in Article

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4 paragraph 3 of the UUPK. This is in line with the thinking of Celina Tri Siwi Kristiyanti who emphasizes that business actors have an obligation to treat consumers fairly and equally (*equal treatment*), it is stated that consumer protection should be fair for both consumers and producers, which means not only burdening producers with responsibilities but protecting the right to do business honestly.[14] Based on this perspective, it is emphasized that all consumers must be treated equally in transaction practices, so the company's internal policies need to consider the right of consumers to use legal means of payment without discrimination.

The freedom of contract applied in the Civil Code is not absolute, but it is limited by public order, decency and the principle of justice. In the case of RUDS Coffee, although the business actor has the right to set internal policies, the decision to limit payment methods unilaterally without regard to the interests of consumers has the potential to violate this principle. Based on the principle of freedom of contract as stipulated in Article 1320 juncto Article 1338 of the Civil Code, each party has the freedom to make an agreement as long as it meets the conditions for the validity of the contract, namely the agreement of the parties, competence, a certain thing, and a halal cause. However, this freedom is not absolute. There are limits that must be observed, namely public order (*ordre public*) and justice (*good faith*), which require that the content of the agreement does not arbitrarily harm other parties and still respects fundamental rights, including economic rights of consumers. Although the RUDS has internal authority to regulate payment mechanisms, the exclusive application of restricting the use of cash is legally questionable if it discriminates or ignores the rights of consumers as weak parties.

Payment methods that provide protection for consumers are transparent, inclusive systems and provide alternative choices. For RUDS Coffee, the ideal is to provide two payment method options, namely cash payments and non-cash payments, so that all levels of consumers can be served fairly. This has been regulated in the Currency Law and PBI Number 17/3/PBI/2015 of 2015 which states that rupiah money is a valid payment. Refusal of cash payment if it is not based on doubts about the authenticity of the money used in the transaction is a violation of the obligation to receive rupiah money. Therefore, it is not justified to have a restriction or distinction in the form of payment methods between cash and non-cash transactions, unless there is a strong indication that the authenticity of the money used in the cash transaction is doubtful.

The rejection of cash is contrary to *public order* because it ignores the social function of the rupiah as a symbol of state sovereignty. In this case, the cash in question can be in the form of coins or banknotes. This can be seen from the many cases that refuse payment using coins as the case that occurred in Manado, departing from the case of the Head of BI North Sulawesi, Joko Supratikto stated that all coins or change are still valid as means of payment as long as they have not been withdrawn from circulation, so in

[14] Christian, Celina Tri Siwi. *Consumer protection law*. Sinar Grafika, 2022. p. 10

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principle "everything must be accepted" by business actors. . Thus, the internal policy that refuses to pay with cash in both metals and paper not only ignores economic value, but also moves away from the constitutional value of the rupiah as a symbol of national sovereignty, which is expressly regulated in Law No. 7 of 2011 concerning Currency

The author realizes that non-cash payments are indeed efficient and attract many consumers because of the spread of *the cashless society*, but this is not the basis for justifying the implementation of non-cash payment methods. For example, a merchant that used to also implement a *cashless only* policy after receiving many complaints from consumers finally implemented two payment options, namely cash and non-cash, with the provision that cash payments are accepted if the rupiah money is given a certain price listed (money pass). The many consumer complaints and policy changes are proof that cash is a legitimate payment. If business actors still want to maintain non-cash payment methods, it is appropriate for business actors to post clear information about the policy. This transparency is important so that consumers can make decisions before placing an order.

D. Conclusion

The principle of non-discrimination is an important principle in consumer protection which demands equal treatment for each party in conducting buying and selling transactions. In the context of payment methods, this principle emphasizes that all consumers have the same right to use legal means of payment, namely rupiah, both in cash and non-cash. The policy of business actors that unilaterally limit payment methods, such as the implementation of the *cashless only* system at RUDS Coffee, reflects a form of restriction that can cause discriminatory treatment of consumers who do not have access to the system, both digital and debit. This practice is contrary to the provisions of Article 7 of Law Number 7 of 2011 concerning Currency and Article 10 paragraphs (1) and (2) of PBI Number 17/3/PBI/2015, which expressly requires the receipt of rupiah and prohibits its rejection without valid reasons.

Therefore, business actors should prioritize the principles of justice, equality, and openness in determining the payment system so as not to cause discrimination against consumers. The government and Bank Indonesia also need to strengthen supervision and sanction business actors who refuse cash payments without a clear legal basis. On the other hand, socialization to the public needs to continue to be improved so that understanding of the rights and obligations in the use of the rupiah as a legal tender is more widespread. By implementing an inclusive policy, which provides options for consumers to transact both in cash and non-cash, creating a legal relationship between business actors and consumers can run in balance, in accordance with the principle of non-discrimination, and reflects fair and balanced legal protection.

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