

ABSTRAK

Penelitian ini bertujuan untuk mengetahui dan menganalisis kesesuaian praktik pembebanan biaya transaksi QRIS pada Warung Madura 24 Jam “Ghuser” Kota Surabaya dengan prinsip akad *Wakālah bil Ujrah* dalam hukum Islam serta mengkaji implikasi hukum dan nilai keadilan syariahnya. Metode penelitian yang digunakan adalah kualitatif dengan pendekatan normatif-empiris yang bersifat deskriptif-analitis. Data primer diperoleh langsung melalui observasi partisipatif pasif serta wawancara semi-terstruktur dengan pemilik warung dan konsumen, sedangkan data sekunder bersumber dari literatur akademik, jurnal, dan regulasi resmi terkait. Hasil penelitian menunjukkan bahwa Warung Madura “Ghuser” menetapkan biaya tambahan (*surcharge*) berupa tarif tetap (*flat rate*) sebesar Rp1.000 untuk setiap transaksi non-tunai guna mengalihkan beban operasional *Merchant Discount Rate* (MDR). Dalam pelaksanaannya, ditemukan asimetri informasi akibat ketiadaan pemberitahuan visual tertulis di meja kasir. Ditinjau dari perspektif hukum Islam, praktik pembebanan biaya administrasi QRIS kepada konsumen tersebut berstatus *fāsid* (cacat atau rusak secara hukum) karena tiga faktor akumulatif: 1) salah sasaran subjek beban, di mana kewajiban membayar upah (*ujrah*) seharusnya ditanggung sepenuhnya oleh pedagang selaku pemberi kuasa (muwakkil), bukan dialihkan kepada konsumen yang hanya terikat akad jual beli (*al-bayʿ*); 2) cacat kerelaan (*tarādī*) akibat ketiadaan transparansi di awal transaksi yang memicu unsur *tadlīs* dan *gharar*, sehingga menimbulkan kerelaan semu bersifat keterpaksaan psikologis (*ikrāh maʿnawī*); serta 3) ketidakadilan proporsional yang melanggar prinsip *al-ghunmu bil ghurmi* karena tarif tetap tersebut sangat memberatkan konsumen mikro. Sebagai solusi etika bisnis syariah, pelaku usaha disarankan mengintegrasikan biaya MDR secara proporsional ke dalam Harga Pokok Penjualan (HPP) guna mewujudkan harga final (*thaman musammā*) yang transparan dan berkah.

Kata Kunci: *Fāsid*, QRIS, Surcharge, *Wakālah bil Ujrah*, Warung Madura.

ABSTRACT

This study aims to determine and analyze the compliance of QRIS transaction fee-charging practices at Warung Madura 24 Hours "Ghuser" Surabaya City with the principles of the Wakālah bil Ujrah contract in Islamic law, as well as to examine its legal implications and Sharia justice values. The research method employed is a qualitative method with a descriptive-analytical normative-empirical approach. Primary data were gathered directly through passive participatory observation and semi-structured interviews with the store owner and consumers, while secondary data were sourced from academic literature, journals, and relevant official regulations. The results indicates that the practice of charging QRIS administration fees at Warung Madura "Ghuser" is conducted by imposing an additional fee (surcharge) in the form of a flat rate of Rp1,000 for every non-cash transaction to shift the Merchant Discount Rate (MDR) operational cost. In its execution, an asymmetry of information was identified due to the complete lack of visual notices at the cashier's desk. Viewed from the perspective of Islamic law, the practice of charging QRIS administration fees to consumers is determined to be fāsid (defective or legally invalid) stems from three cumulative factors: 1) misplaced subject of the financial burden, whereby the obligation to pay wages (ujrah) should be fully borne by the merchant as the principal (muwakkil), rather than being transferred to consumers who are solely bound within a contract of sale (al-bay'); 2) defective mutual consent (tarāḍī) because the absence of prior price transparency triggers elements of tadlīs and gharar, resulting in pseudo-consent characterized by psychological coercion (ikrāh ma'nawī); and 3) proportional injustice violating the principle of al-ghunmu bil ghurmi, as the flat rate of Rp1,000 disproportionately burdens micro-consumers. As a Sharia business ethics solution, the business actor is strongly advised to integrate MDR expenses proportionally into the Cost of Goods Sold (COGS) to achieve a transparent final price (thaman musammā) that ensures mutual blessing.

Keywords: *Defective, QRIS, Surcharge, Wakālah bil Ujrah, Warung Madura.*