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Juridical Analysis of Bank Indonesia Policy On E-Money Payment System During The COVID-19 Pandemic Over OVO Payment System Case Study

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Now days the development of digital-based payment systems is increasing. This progress provides many benefits and conveniences for the community, especially during the Covid-19 pandemic. The OVO payment system with Android or IOS applications that can be installed via Android Google Play store or IOS Apps Store, as part of the E-Money payment system which regulated by Bank Indonesia (BI). OVO as a payment system that consumers expect is safe, fast and efficient, it turns out that a defective transaction has occurred. In this case, the transaction was unsuccessful, but the OVO balance has been deducted, so the consumer is at a loss. This study which aimed to analysis of Bank Indonesia's Policy on the E-Money Payment System during the Covid-19 Period (Study on the OVO Payment System). The research uses a normative method, using secondary data sources in the form of legislation and a library approach as well as consumer complaints in reader's letter in online media. The results of the research that the OVO Internal Policy in the Internal Terms and Conditions that apply to consumers is contrary to Bank Indonesia Policy in Bank Indonesia Regulation (PBI) Number 20/6/PBI/2018 concerning Electronic Money; PBI Number 22/20/PBI/2020 concerning Bank Indonesia Consumer Protection; PBI Number 18/40/PBI/2016 Concerning the Implementation of Payment Transaction Processing; PBI Number 22/23/PBI/2020 Concerning the Payment System, especially in terms of consumer protection due to a standard clause that limits OVO's responsibility for compensation in the event of a violation or mistake to the detriment of consumer. The provisions of the legislation governing consumer legal protection in the form of the obligation for payment system service issuers to have a mechanism for handling consumer complaints, regarding the principle of responsibility and legal remedies for consumers in compensation. All digital business systems use internal Terms and Conditions against their users. OVO must be responsible, if it violates the provisions of the legislation relating to consumer protection. Consumers can take legal action through legitimacy and non-legitimacy, if the obligations of OVO are not fulfilled in handling complaints for consumer losses that occur in a transaction using the OVO digital payment system. Bank Indonesia, OJK and YLKI as institutions that handle consumer complaints if the issuer of the digital or fintech payment system does not fulfil their obligations to consumers.

Keywords: BI Policy, Terms and Conditions, Consumer Protections.

1. INTRODUCTION

During the Covid-19 pandemic, the Indonesian government carried out various policies, including provisions for social distancing or Large-Scale Social Restrictions (PSBB), Work from Home (WFH) for employees and imposing regional restrictions [1]. As a result of this government policy, people's behavior in their economic and financial transactions has shifted to a digital payment system. Consequently, the payment -

using platform digital such as E-Money are increasing [2]. People's now have new habits during the pandemic, such as transacting digitally, including buying food, drinks, shopping and other needs through digital platforms because they are considered safer and more practical. The E-Money digital payment system in this study is a payment system with OVO [3]. Bank Indonesia (BI) as the stakeholder that regulates the E-Money payment system. BI's policies related to the E-Money payment system, including OVO, have been regulated in various

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regulations, including: PBI No. 20/6/PBI/2018 concerning Electronic Money; PBI No. 22/23/PBI/2020 concerning Payment Systems; PBI No. 20/22/PBI/2020 concerning Bank Indonesia Consumer Protection. The OVO company itself has issued internal regulations in the form of: Terms and Conditions governing account Users/Consumers and OVO Merchants; Terms and Conditions in the limitation of OVO's liability. In fact, any problems in transactions during using OVO [3]. At the time of the transaction with OVO payment, a defective transaction occurred where the OVO balance was deducted while the transaction was unsuccessful. In this condition, consumers will be harmed. In this study, we obtain research problems are formulated as follows:

- a) What is the legal protection for OVO consumers from the point of view of OVO Company's internal policies, if OVO's internal policies are different from BI's policies?
- b) What is the legal responsibility of OVO, if there is a defective transaction in the payment system?

Thus, in this study aimed to examine the regulations regarding OVO as digital payment in Indonesia, solve the problems described in the background and problem formulation, namely:

- a) To find out and analyze the differences between BI policies and OVO internal policies in the regulation of consumer legal protection.
- b) To find out and analyze OVO's liability during the defective transaction occurred, and what legal remedies are taken by consumers who suffer losses.

2. METHODOLOGY

The legal research method used in this study is normative research. In this study, a statutory approach (Statute Approach) and a legal concept approach (Conceptual Approach) are applied, an approach that refers to the doctrine or views of experts who develop in the field of legal science [4]. The normative legal approach and literature are method which to find scientific truth from a normative perspective through reviewing the applicable laws and regulations, based on the legal literature, and researching legal synchronization in order to find scientific truth from a normative perspective [5]. The type of research used is descriptive analysis. Descriptive, which is an explanation that aims to obtain a clear picture of the implementation and regulation of problems and provisions related to BI policies in implement in regulations of BI regarding E-Money payment system (OVO case). Analysis means that it is related to existing legal theories and/or laws and regulations relating to the object under study. In this study, data collection techniques are carried out using the library research method, through studies of laws and regulations, literature, writings of legal experts, journals, research report papers

(thesis), government archives/legal documents, and various supporting literature such as news from online and print media related to the research title.

A. Source of legal material

Sources of legal materials needed in writing this study are using secondary data. Here, we obtain the secondary data from literature studies related to the problem, as follows [5, 6, 7]:

- a) Primary legal materials, consisting of several statutory regulations which are the result of the actions of the authorized institution. Legal materials as the basis for the authors to make point of view and framework for conducting analysis. Legal materials related to the issues to be investigated including regulation law as follows:
 - i. 1945 Constitution of the Republic of Indonesia
 - ii. Kode Civil (Burgerlijk Wetboek voor Indonesie).
 - iii. Law No. 3 of 2004 concerning Amendments to the Act of the Republic of Indonesia Number 23 of 1999 concerning Bank Indonesia.
 - iv. Law No. 6 of 2009 concerning Stipulation of Government Regulation in Lieu of Law Number 2 of 2008 concerning Second Amendment to Law Number 23 of 1999 concerning Bank Indonesia.
 - v. Law Number 23 of 1999 concerning Bank Indonesia.
 - vi. Law Number 8 of 1999 concerning Consumer Protection.
 - vii. Law Number 21 of 2011 concerning the Financial Services Authority.
 - viii. Law Number 7 of 2011 concerning Currency.
 - ix. Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions.
 - x. Bank Indonesia Regulation Number 16/1/PBI/2014 concerning Consumer Protection for Payment System Services.
 - xi. Bank Indonesia Regulation Number 18/40/PBI/2016 concerning the Implementation of Payment Transaction Processing.
 - xii. SEBI No. 18/41/DKSP of 2016 concerning the Implementation of Payment Transaction Processing.
 - xiii. Bank Indonesia Regulation Number 19/12/PBI/2017 concerning the Implementation of Financial Technology.
 - xiv. Bank Indonesia Regulation Number 20/6/PBI/2018 Regarding Electronic Money.
 - xv. Bank Indonesia Regulation (PBI) Number 22/20/PBI/2020 concerning Bank Indonesia consumer protection also Number 22/23/PBI/2020 concerning Payment System (PBI Payment System).

- b) Secondary legal materials, closely related to primary legal materials, as follows [8, 9]:
 - i. Books/literature contain theories, views from experts in their fields that are closely related to the problem to be studied.
 - ii. Documents that are closely related to the problem to be studied are in the form of previous scientific works.
 - iii. Various websites on the internet related to BI Policy in the payment system, E-Money-OVO, OVO Internal regulations in the Terms and Conditions governing OVO.
- c) Tertiary legal materials, including materials that provide instructions and explanations of primary and secondary legal materials, in the form as a dictionaries and encyclopedias [10].

3. RESULTS AND DISCUSSION

Consumer protection is a part of overall development, so it is an obligation for the state to always try to provide protection to consumers. BI's policy regarding consumer legal protection in the E-Money payment system including OVO is contained in several regulations, including: PBI No. 16/1/PBI/2014 concerning Consumer Protection for Payment System Services; PBI No.18/40/PBI/2016 concerning the Implementation of Payment Transaction Processing; PBI No.20/6/PBI/2018 concerning E-Money; PBI No.22/20/PBI/2020 concerning Bank Indonesia Consumer Protection; PBI No.22/23/PBI/2020 concerning Payment Systems. Prohibition of standard agreements containing clauses limiting or transferring responsibility. In the OVO payment system, a mechanism for handling consumer complaints, compensation and sanctions is required.

According to John Austin's theory, responsibility emphasizes more on the meaning of responsibility that is born from the provisions of laws and regulations [11, 12]. That is, if someone's actions are contrary to the law, a sanction will be imposed. Based on John Austin's theory, the E-Money payment system also involves 4 aspects: The existence of orders in the form of laws and regulations governing E-Money; There are sanctions for OVO if they violate; There are obligations and responsibilities for OVO to comply with all the provisions and requirements that have been set by the applicable laws and regulations and the existence of sovereignty, namely the Government in this case BI which issues policies in the form of provisions in the regulations governing E-Money, especially OVO. Here, an article 1 point (1) that consumer protection is all forms of efforts that guarantee legal certainty in providing protection for consumers, based on: the principle of benefit; the principle of justice; the principle of balance; and the

principle of legal certainty [13, 14]. Many consumers are harmed, it is necessary increasing to protect them, so that consumer rights can be enforced. The UUPK (Law No. 8 of 1999 concerning Consumer Protection) explicitly contains legal consequences for standard agreements that violate the provisions and void the standard clauses. The theory of development from Roescoe Pound views law as a balance of interests whose focus is on the concept of social engineering as interest balancing, so that the ultimate goal of the law applied is to direct society forward [15, 16]. Between law and society there is a functional relationship, so that law is no longer merely an order to maintain the status quo, but as a regulatory system to achieve certain goals in a planned manner.

Thus, the OVO provides an opportunity to be able to create a variety of financial solutions. It contributes to the improvement of payment system technology in Indonesia. PT. Visionet Internasional, the official OVO application holder, has obtained a permit from BI as the provider of electronic money. Permission granted to OVO for the development of the non-cash national movement (GNNT) in Indonesia. OVO continues to get closer to consumers, merchants and regulators in presenting innovative OVO products and services that suit their needs. OVO in the development of the digital payment business in Indonesia will have an impact on national economic development. The use of the OVO payment system must comply with and comply with the provisions of the laws and regulations and the institution that regulates it (BI). It is hoped that in the use of the OVO payment system there will be an increase in the standard of living of the people, development and growth of the Indonesian economy.

Gustav Radbruch was argues that in law there are 3 (three) basic values, namely: Justice (*Gerechtigkeits* / justice); Benefit (*zweck matigheid* / *doelmatigheid* / utility); and Legal Certainty (*Rechtssicherheit* / certainty). Based on Gustav Radbruch's theory, OVO is responsible for consumers who are harmed in payment system transactions as a form of justice [17, 18]. The OVO payment system is useful for the community to make transactions easier to fulfil their daily needs. In using the OVO payment system, legal certainty is needed. Legal certainty is only normative, meaning that a regulation is made and promulgated with certainty because it regulates clearly and logically. E-Money payment systems including OVO are regulated in PBI No. 20/6/PBI/2018 Regarding Electronic Money. PBI No. PBI No. 22/23/PBI/2020 concerning Payment Systems; PBI No. 20/22/PBI/2020 concerning Bank Indonesia Consumer Protection. Thus, the consumer legal protection in the Civil Code had standard agreement does not meet the provisions of Article 1320 of the Civil Code and Article 1338 of the Civil Code. The clauses of the agreement are conditions that are contrary to justice. Clauses that

limit/eliminate the responsibility of business actors for certain risks that may arise in the future are called exclusion clauses. However, in the article 12 Paragraph (3) UUTE states that anyone who violates the provisions regarding obligations in electronic transactions, is responsible for all losses that arise. This means that OVO is responsible for all losses arising from violations committed in an electronic transaction [19, 20]. OJK as an authority electronics fund organization provisions have not explicitly regulated the legal consequences of standard agreements that violate the provisions. OJK only emphasizes the compliance of peer-to-peer lending (P2PL) providers to OJK regulations with the threat of administrative sanctions. OJK urges the public to use P2PL fintech services that have been registered or licensed from OJK. OJK prohibits legal P2P operators from accessing contact lists, picture files and personal information from P2P users' smartphones and is required to comply with all provisions of POJK 77/2016 concerning Information Technology-Based Borrowing-Lending Services and POJK 18/2018 concerning Consumer Protection in the Financial Services Sector [21, 22]. According to Law no. 7 of 2014 Article 65 that every business actor who trades goods and/or services using an electronic system is required to provide complete and correct data and/or information, is prohibited from trading goods or services that are not in accordance with what is offered.

4. CONCLUSIONS

OVO's internal policies in the internal Terms and Conditions which contain standard clauses with limitations on liability are contrary to the BI Policy stated in various Bank Indonesia Regulations (PBI) related to the E-Money Payment system including OVO. BI policy in PBI No.20/6/PBI/2018 concerning Electronic Money; PBI No.22/20/PBI/2020 concerning Bank Indonesia Consumer Protection; PBI No.18/40/PBI/2016 concerning the Implementation of Payment Transaction Processing PBI No.22/23/PBI/2020 concerning the Payment System, regulates consumer protection by prohibiting standard clauses containing restrictions/transfers and even exemption from OVO responsibility in compensation if commit violations or errors that harm consumers.

OVO is responsible for the violations it's committed in the transaction was unsuccessful, but the OVO balance was deducted, or the Top up transaction was successful but the OVO balance does not increase. OVO is should be responsible for compensating for losses suffered by consumers even though OVO has provisions for restrictions and even exemption from compensation based on the "Terms and Conditions". It deemed to have been known, understood and agreed to by consumers who have suffered losses arising from the occurrence of defective

payment transactions, the transaction was not successful, but OVO balance is deducted. Consumers who have suffered losses and have not / have not received compensation for losses from OVO, then Law no. 8 of 1999 concerning Consumer Protection provides the right and opportunity to sue OVO both through court and out of court. The government should create an infrastructure that monitors routinely in the application of strict laws to the OVO payment system. Any legal certainty for consumers who are protected by the government against OVO actions that violate/avoid responsibility for compensation and do not rule out the possibility of criminal sanctions for violations committed. done by OVO. Thus, OVO as a payment system also reports any problems in payment system transactions as material for consideration and evaluation for the government and Bank Indonesia in granting permits or sanctions for OVOs who make mistakes or violations that harm consumers. The fast, safe and efficient OVO payment system must be carried out with full responsibility and comply with BI regulations that regulate it so that there is legal compliance because consumer rights are also protected.

References

- [1] UUD NKRI tahun 1945 KUHPerdara
- [2] UU No. 23 Tahun 1999 tentang Bank Indonesia.
- [3] UU No. 3 Tahun 2004 tentang Bank Indonesia
- [4] UU No. 6 Tahun 2009 tentang Penetapan Peraturan Pemerintah Pengganti Undang-Undang Nomor 2 Tahun 2008 tentang Perubahan Kedua atas Undang-Undang Nomor 23 Tahun 1999 tentang Bank Indonesia menjadi Undang-Undang
- [5] UU No. 7 Tahun 2011, Tentang Mata Uang.
- [6] UU No. 7 Tahun 2014, Tentang Perdagangan.
- [7] UU No. 3 Tahun 2011 tentang Transfer Dana
- [8] UU No. 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik
- [9] UU No. 19 Tahun 2016 Tentang Perubahan Atas Undang-undang Nomor 11 Tahun 2008 Tentang Informasi dan Transaksi Elektronik.
- [10] Peraturan Bank Indonesia Nomor 18/40/PBI/2016 Tentang Penyelenggaraan Pemrosesan Transaksi Pembayaran.
- [11] Peraturan Bank Indonesia Nomor No.20/06/PBI/2018 tentang E-Money.
- [12] Peraturan Bank Indonesia Nomor 22/20/PBI/2020 Tentang Perlindungan Konsumen Bank Indonesia.
- [13] Peraturan Bank Indonesia Nomor 22/23/PBI/2020 Tentang Sistem Pembayaran
- [14] Abu Daud Busroh. (2010). *Ilmu Negara*. Bumi Aksara. Jakarta.
- [15] Abdul Atsar dan Rani Apriani. (2019). *Buku Ajar Hukum Perlindungan Konsumen Yogyakarta*. Deepublish. Yogyakarta.
- [16] Abdul Kadir Muhammad. (2002). *Hukum dan Penelitian Hukum*. Citra Aditya Bakti. Jakarta.
- [17] ... (2010). *Hukum Perusahaan Indonesia*. PT. Citra Aditya Bakti. Bandung.
- [18] Abdul Halim Barkatulah. (2008). *Hukum Perlindungan Konsumen Kajian Teoretis dan Perkembangan Pemikiran*. Nusa Media. Bandung.
- [19] ... (2017). *Hukum Transaksi Elektronik Sebagai Panduan dalam Menghadapi Era Digital Bisnis E-commerce di Indonesia*. Nusa Media. Bandung
- [20] Achmad Ali. (2012). *Menguak Teori Hukum (Legal Theory) Dan Teori Peradilan (Judicialprudence): Termasuk Interpretasi Undang-Undang (Legisprudence)*. Kencana Prenada Media Group. Jakarta.
- [21] Ahmadi Miru. (2007). *Hukum Kontrak dan Perancangan Kontrak*. Raja Grafindo Persada. Jakarta.

- [22] ... (2011). *Prinsip-prinsip Perlindungan Hukum Bagi Konsumen di Indonesia*. PT. Rajagrafindo Persada. Jakarta.
- [23] Sutarman Yodo. (2011). *Hukum Perlindungan Konsumen*. Raja Grafindo Persada. Jakarta.
- [24] Andi Hamzah. (1992). *Aspek-Aspek Pidana Di Bidang Komputer*. Sinar Grafika. Jakarta.
- [25] Az. Nasution. (1995). *Konsumen dan Hukum*. Pustaka Sinar Harapan. Jakarta.
- [26] ... (2007). *Hukum Perlindungan Konsumen Suatu Pengantar*. Diadit Media. Jakarta.
- [27] Bambang Sunggono. (2007). *Metodologi Penelitian Hukum*. PT. Raja Grafindo Persada. Jakarta.
- [28] Bagir Manan. (2004). *Teori dan Politik Konstitusi*. UII Press. Yogyakarta.
- [29] Bernard L. Tanya, dkk. (2013). *Teori Hukum, Strategi Tertib Manusia Lintas Ruang dan Generasi*. Genta Publishing. Yogyakarta.
- [30] Busyra Azheri. *Corporate Social Responsibility dari Voluntary menjadi Mandotary*. Raja Grafindo Perss. Jakarta.
- [31] Celina Tri Siwi Kristiyanti. (2016). *Hukum Perlindungan Konsumen*. Sinar Grafika. Jakarta.
- [32] Chainur Arrasjid. (2004). *Dasar-Dasar Ilmu Hukum*. Sinar Grafika. Jakarta.
- [33] Dimyati Khudzaifah. (2005). *Teorisasi Hukum di Indonesia 1945–1990*. Muhammadiyah University Press. Surakarta.
- [34] Djon S. Gazali, Rachmadi Usman. (2016). *Hukum Perbankan*. Jakarta: Sinar Grafika.
- [35] Djasadin Saragih. (1998). *Sekilas Perbandingan Hukum Kontrak Civil Law dan Common Law dalam Hukum Kontrak di Indonesia*. ELIPS. Jakarta.
- [36] Edi Suharno. (2008). *Analisis Kebijakan Publik*. Alfabeta. Bandung.
- [37] E. Suherman. (1979). *Masalah Tanggung Jawab Pada Charter Pesawat Udara Dan Beberapa Masalah Lain Dalam Bidang Penerbangan (Kumpulan Karangan)*. Alumni. Bandung.
- [38] Eugene A. Diulio. (1990). *Uang dan Bank, seri buku scaum, teori dan soal-soal*. Erlangga. Jakarta.
- [39] Farkhani, S.HI. (2018). *Filsafat hukum : Merangkai Paradigma Modernisme Menuju Post Modernism*. Kafilah Pubishing. Solo.
- [40] Gatot Supramono. (2014). *Hukum Uang di Indonesia*. Gramata Publishing. Bekasi.
- [41] Geri Achmadi. (2007). *Mengenal Seluk Beluk Uang*. Yudistira. Bogor.
- [42] Handri Raharjo. (2016). *Sistem Hukum Indonesia*. Pustaka Yustisia. Yogyakarta.
- [43] Happy Susanto. (2008). *Hak-Hak Konsumen Yang Dirugikan*. Visimedia. Jakarta.
- [44] I Dewa Gedhe Atmadja, M.S. dan Nyoman Putu Budiarta. (2018). *Teori-teori*. Setara Press. Malang.
- [45] I Gede Pasek Eka Wisanjaya. (2014). *Analisis Pemikiran Positivisme Hukum Dalam Pembangunan Hukum Indonesia Dari Perspektif Ontologis, Epistemologis Dan Aksiologis*. Bahan Ajar: Fakultas Hukum Universitas Udayana. Bali.
- [46] I Ketut Oka Setiawan. (2015). *Hukum Perikatan*. Sinar Grafika. Jakarta.
- [47] Indra Bastisan. (2007). *Sistem Akutansi Sektor Publik*. Salemba Empat. Jakarta.
- [48] Ishaq. (2016). *Metode Penelitian Hukum Dan Penulisan Skripsi, Tesis, Serta Disertasi*. Afabeta. Bandung.
- [49] Isharyanto. (2015). *Kelembagaan Negara Studi hukum dan Konsttiusi Mengenai Perkembangan Ketatanegaraan Republik Indonesia*. Fakultas Hukum Universitas Sebelas Maret Surakarta. Surakarta.
- [50] Iswardono S.P. (2004). *Uang dan Bank*. BPFE. Yogyakarta.
- [51] Janus Sidabalok. (2013). *Hukum Perlindungan Konsumen*. Citra Aditya Bakti. Bandung.
- [52] Johnny Ibrahim. (2006). *Teori dan Metodologi Penelitian Hukum Normatif*. Bayumedia. Malang.
- [53] Julius. R. Latumaerissa. (2011). *Bank dan Lembaga Keuangan Lainnya*. Selemba Empat. Jakarta.
- [54] Kartini Muljadi dan Gunawan Widjaja. (2006). *Perikatan Yang Lahir dari Perjanjian*. Raja Grafindo Persada. Jakarta.
- [55] Kasmir. (2017). *Bank dan Lembaga Keuangan Lainnya*. Raja Grafindo Persada. Jakarta.
- [56] Lili Rasyidi & Ira Rasyidi. (2001). *Dasar-Dasar Filsafat dan Teori Hukum*. Citra Aditya Bakti. Bandung.
- [57] Mahrus Ali. (2015). *Dasar-Dasar Hukum Pidana*. PT Sinar Grafik. Jakarta.
- [58] Mandala Manurung, Prathama Rahardja. (2004). *Uang, Perbankan, dan Ekonomi Moneter Kajian Kontekstual Indonesia*. Fakultas Ekonomi Universitas Indonesia. Jakarta.
- [59] Mariam Darus. (1994). *Aneka Hukum Bisnis*. Alumni. Bandung.
- [60] ... (2015). *Hukum Perikatan Dalam KUHP Perdata Buku Ketiga*. PT Citra Aditya Bakti. Bandung.
- [61] ... (2001). *Kompilasi Hukum Perikatan*. Citra Aditya Bakti. Jakarta.
- [62] Marwan Mas. (2004). *Pengantar Ilmu Hukum*. Ghalia Indonesia. Jakarta.
- [63] Mochtar Kusumaatmadja. (1985). *Fungsi dan Perkembangan Hukum dalam Pembangunan Nasional*. Bina Cipta. Bandung.
- [64] ... (1986). *Pembinaan Hukum Dalam Rangka Pembangunan Nasional*. Bina Cipta. Bandung.
- [65] ... (2002). *Konsep-Konsep Hukum Dalam Pembangunan Kumpulan Karya Tulis*. Alumni. Bandung.
- [66] Etty R. Agoes. (2003). *Pengantar Hukum Internasional*. Alumni. Bandung.
- [67] Muchdarsyah Sinungan. (1987). *Uang dan Bank*. PT. Bina Kasara. Jakarta.
- [68] Muhammad Djumhana. (2012). *Hukum Perbankan di Indonesia*. PT. Citra Aditya Bakti. Bandung.
- [69] Mukti Fajar ND dan Yulianto Achmad. (2015). *Dualisme, Penelitian Hukum Normatif & Empiris*. Pustaka Pelajar. Yogyakarta.
- [70] Muladi dan Diah Sulistyani RS. (2013). *Pertanggungjawaban Pidana Korporasi (Corporate Criminal Responsibility)*. PT. Alumni. Bandung.
- [71] Munir Fuady. (2013). *Teori-Teori Besar Dalam Hukum (Grand Theory)*. Kencana Prenada Media Group. Jakarta.
- [72] ... (2014). *Konsep Hukum Perdata*. PT Raja Grafindo Persada. Jakarta.
- [73] Muslan Abdurrahman. (2009). *Sosiologi dan Metode Penelitian Hukum*. UMM Press. Malang.
- [74] Neni Sri Imaniyati. (2010). *Pengantar Hukum Perbankan Indonesia*. Refika Aditama. Bandung.
- [75] Oerman Rajagukguk, dkk. (2002). *Hukum Perlindungan Konsumen*. Mandar Maju. Bandung.
- [76] Perry Warjiyo dan Solikin M. Juhro. (2016). *Kebijakan Bank Sentral Teori dan Praktik*. PT. Rajagrafindo Persada. Jakarta.
- [77] Peter Mahmud Marzuki. (2005). *Penelitian Hukum*. Kencana Prenada Grup. Jakarta.
- [78] ... (2008). *Pengantar Ilmu Hukum*. Kencana. Jakarta.
- [79] Prathama Rahardja. (1988). *Uang dan Perbankan*. Economic Student's Group. Jakarta.
- [80] Ratna Syamsiar. (2006). *Hukum Perbankan*. Universitas Lampung. Lampung.
- [81] Riduwan Syahrani. (1985). *Seluk Beluk dan Asas-Asas Hukum Perdata*. Alumni. Bandung.
- [82] Ridwan H.R. (2006). *Hukum Administrasi Negara*. Raja Grafindo Persada. Jakarta.
- [83] Ronny Hanitijo Soemitro. (1992). *Metode Penelitian Hukum*. Ghalia Indonesia. Jakarta.
- [84] Ronny Kountur. (2005). *Metode Penelitian untuk Penulisan Skripsi dan Tesis*. PPM. Jakarta.
- [85] Rosmawati. (2018). *Pokok-Pokok Perlindungan Konsumen*. Kencana. Jakarta.
- [86] Salim H.S. (2011). *Hukum Kontrak: Teori dan Teknik Penyusunan Kontrak*. Sinar Grafika. Jakarta.
- [87] Satjipto Rahardjo. (2009). *Penegakan Hukum (Suatu Tinjauan Sosiologis)*. Genta. Yogyakarta.
- [88] ... (2012). *Ilmu Hukum*. Citra Aditya Bakti. Bandung.
- [89] Sedarmayanti & Syarifudin Hidayat. (2002). *Metodologi Penelitian*. Mandar Maju. Bandung.
- [90] Setiono. (2010). *Pemahaman Terhadap Metodologi Penelitian hukum, Program Studi Ilmu Hukum Pascasarjana Universitas Sebelas Maret*. Universitas Sebelas Maret. Surakarta.

- [91] Shidarta. (2006). *Hukum Perlindungan Konsumen*. Grasindo. Jakarta.
- [92] ... (2006). *Karakteristik Penalaran Hukum Dalam Konteks KeIndonesiaan*. Alumni. Bandung.
- [93] ... (2013). *Hukum Penalaran dan Penalaran Hukum*. Genta Publishing. Yogyakarta.
- [94] Solichin Abdul Wahab. (2008). *Pengantar Analisis Kebijakan Publik*. UPT Penerbitan Universitas Muhammadiyah Malang. Malang.
- [95] Soerjono Soekanto. (1999). *Beberapa Permasalahan Hukum dalam Kerangka Pembangunan di Indonesia, suatu tinjauan secara sosiologis*. Universitas Indonesia. Jakarta.
- [96] ... (2001). *Sosiologi Suatu Pengantar*. PT. Raja Grafindo Persada. Jakarta
- [97] ... (2010). *Pengantar Penelitian Hukum*. UI. Jakarta.
- [98] H. Abdurahman. (2003). *Metode Penelitian Hukum*. Rineka Cipta. Jakarta.
- [99] Sri Mamudji. (2013). *Penelitian Hukum Normatif Suatu Tinjauan Singkat*. Rajawali Press. Jakarta.
- [100] R. Soeroso. (2011). *Pengantar Ilmu Hukum*. Sinar Grafika. Jakarta.
- [101] Soetandyo Wignyosoebroto. (1994). *Dari Hukum Kolonial Ke Hukum Nasional: Suatu Kajian Dinamika Sosial Politik Dalam Perkembangan Hukum di Indonesia*. Raja Grafindo Persada. Jakarta.
- [102] Sri Rejeki Hartono. (2000). *Hukum Perlindungan Konsumen*. Mandar Maju. Bandung.
- [103] R. Subekti. (1995). *Aneka Perjanjian*. Citra Aditya Bakti. Bandung.
- [104] R. Tjitrosudibio. (1995). *Kitab Undang-Undang Hukum Perdata*. Pradnya Paramita. Jakarta.
- [105] Sudarsono. (2004). *Pengantar Ilmu Hukum*. Rineka Cipta. Jakarta.
- [106] Sudikno Mertokusumo. (1983). *Penemuan Hukum Sebuah Pengantar*. Liberty. Yogyakarta.
- [107] ... (1993). *Bab-Bab Tentang Penemuan Hukum*. Citra Aditya Bakti. Bandung.
- [108] F.X. Sugiyono dan Ascarya. (2005). *Kelembagaan Bank Indonesia*. Pusat Pendidikan dan Studi Kebanksentralan. Jakarta.
- [109] Suharnoko. (2004). *Hukum Perjanjian: Teori dan Analisa Kasus*. Kencana. Jakarta.
- [110] Susanti Adi Nugroho. (2008). *Proses Penyelesaian Sengketa Konsumen Ditinjau Dari Hukum Acara Serta Kendala Implementasinya*. Prenamedia Group. Jakarta.
- [111] Sutan Remy Syahdeini. (1997). *Kebebasan Berkontrak dan Perlindungan yang Seimbang Bagi Para Pihak dalam Perjanjian Kredit Bank di Indonesia*. Institut Bankir Indonesia. Jakarta.
- [112] Theo Huijbers. (1982). *Filsafat Hukum Dalam Lintasan Sejarah*. Kanisius. Yogyakarta.
- [113] T. Yermias Keban. (2004). *Enam Dimensi Strategi Administrasi Publik: Konsep, Teori dan Isu*. Gava Media. Yogyakarta.
- [114] Veithzal Rivai dkk. (2007). *Bank and Financial Institution Management*. Raja Grafindo Persada. Jakarta.
- [115] Von Kries, dan Abdul Kadir Muhammad. (1993). *Hukum Perdata Indonesia*. Citra Aditya Bakti. Bandung.
- [116] Wirjono Prodjodikoro. (1974). *Hukum Perdata Tentang Persetujuan-Persetujuan Tertentu*. Sumur. Bandung.
- [117] Zainuddin Ali. (2016). *Metode Penelitian Hukum*. Sinar Grafika. Jakarta.
- [118] Zulham. (2016). *Hukum Perlindungan Konsumen*. Prenamedia. Jakarta.

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