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Protection of Customer Rights Regarding Erroneous Fund Transfers from a Legal Perspective

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Abstract

This study aims to analyze the legal position and protection of customers in cases of erroneous fund transfers, the responsibility of banks in safeguarding customer rights under statutory regulations, and the legal remedies available for resolving disputes through internal mechanisms, alternative dispute resolution, and court litigation.

The method used in this study is a normative empirical juridical approach with a descriptive analytical specification, focusing on legal principles and statutory norms governing fund transfer practices. Secondary data from literature research serve as the primary source, complemented by field observations to enrich empirical insights.

The novelty of this study lies in its comprehensive examination of the gap between normative legal protection and factual implementation, highlighting the inefficiency of current mechanisms that rely heavily on judicial orders for fund recovery.

The results of this study show that although statutory regulations provide normative protection, their implementation remains largely repressive, as banks lack authority to withdraw funds from recipients without consent or court orders. Bank responsibility is limited to facilitative and procedural roles, leaving customers dependent on layered remedies: internal bank mechanisms, alternative dispute resolution through the Financial Services Alternative Dispute Resolution Body (LAPS), and ultimately court litigation.

The conclusions of this study emphasize that customer protection in erroneous fund transfer cases still faces significant challenges, requiring regulatory strengthening and more efficient dispute resolution mechanisms that are faster, less costly, and more accessible to customers.

Keywords: Erroneous Fund Transfer; Legal Protection; Bank Responsibility; Normative Juridical Approach; Dispute Resolution.

Abstrak

Penelitian ini bertujuan *untuk menganalisis kedudukan hukum dan perlindungan nasabah dalam kasus kesalahan transfer dana, tanggung jawab bank dalam melindungi hak-hak nasabah berdasarkan ketentuan perundang-undangan, serta upaya hukum yang tersedia untuk menyelesaikan sengketa melalui mekanisme internal, alternatif penyelesaian sengketa, dan litigasi di pengadilan.*

Metode penelitian *yang digunakan adalah metode yuridis normatif empiris dengan spesifikasi deskriptif analitis, berfokus pada asas hukum dan norma perundang-undangan yang mengatur praktik transfer dana. Data sekunder dari penelitian kepustakaan menjadi*

sumber utama, dilengkapi dengan observasi lapangan untuk memperkaya wawasan empiris.
***Kebaruan** penelitian ini terletak pada kajian komprehensif mengenai kesenjangan antara perlindungan hukum normatif dan implementasi faktual, yang menyoroti ketidakefisienan mekanisme yang masih bergantung pada perintah pengadilan untuk pemulihan dana.*
***Hasil penelitian** menunjukkan bahwa meskipun regulasi memberikan perlindungan normatif, implementasinya masih bersifat represif karena bank tidak memiliki kewenangan untuk menarik dana dari penerima tanpa persetujuan atau perintah pengadilan. Tanggung jawab bank terbatas pada peran fasilitatif dan prosedural, sehingga nasabah bergantung pada upaya berlapis: mekanisme internal bank, penyelesaian sengketa alternatif melalui Lembaga Alternatif Penyelesaian Sengketa Sektor Jasa Keuangan (LAPS), dan pada akhirnya litigasi di pengadilan.*
***Kesimpulan** penelitian ini menegaskan bahwa perlindungan nasabah dalam kasus kesalahan transfer dana masih menghadapi tantangan signifikan, sehingga diperlukan penguatan regulasi dan mekanisme penyelesaian sengketa yang lebih efisien, cepat, murah, dan mudah diakses oleh nasabah*
***Kata Kunci:** Kesalahan Transfer Dana; Perlindungan Hukum; Tanggung Jawab Bank; Pendekatan Yuridis Normatif; Penyelesaian Sengketa*

1. INTRODUCTION

A state governed by the rule of law places the law as the supreme authority in regulating society, including in modern economic activities. The principle of the rule of law requires that all banking activities be subject to legal norms that provide certainty, justice, and benefit for all parties.[1] In the context of globalization and digitalization, the banking sector serves as a vital instrument that underpins the stability of the financial system while protecting the interests of the general public as customers. Public trust in the banking sector is an invaluable form of social capital; therefore, any form of negligence or technical error can have serious implications for the legitimacy of banking institutions.

One phenomenon that raises legal issues is erroneous fund transfers. This issue is not merely a technical error but concerns the legal protection of customers as consumers of financial services. Customers are entitled to safe and transparent services, as well as protection from losses resulting from the negligence of financial service providers. Under Indonesian positive law, there are two main regulatory frameworks governing these aspects: Law No. 8 of 1999 on Consumer Protection (UUPK)[2] and Law No. 10 of 1998 on Banking.[3] These two instruments complement each other in governing the legal relationship between customers and banks.

The Consumer Protection Law (UUPK) affirms that every consumer has the right to comfort, security, and safety when consuming goods or services, including financial services. On the other hand, the Banking Law stipulates that banks are obligated to adhere to the principle of prudence in every transaction, in order to prevent losses to the public. Recent

[1] Wibisana, M. R. Andri G. "Personal Data Protection Law in Digital Banking Governance in Indonesia." Studia Iuridica Lublinensia 32, no. 3 (2023): 145–162. https://doi.org/10.17951/sil.2023.32.3.145-162
[2] Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen (UUPK)
[3] Undang-Undang Nomor 10 Tahun 1998 tentang Perbankan

research emphasizes that the application of the principle of prudence is the cornerstone of maintaining financial system stability and protecting customers from the risks of increasingly complex digital transactions.[4]

Although regulations are in place, practice shows that cases of erroneous fund transfers still occur. This phenomenon not only causes financial losses for customers but can also damage the banking sector's reputation as a trusted institution. In the context of civil law, erroneous transfers raise questions regarding who is liable for the losses and the mechanism for reimbursing the funds. The bank's liability is often debated, because on the one hand, banks have internal control systems and information technology to prevent errors, but on the other hand, errors can also be caused by human factors, whether on the part of the bank or the customer themselves.

Legal protection for customers in cases of erroneous transfers can be analyzed through two frameworks: contractual liability and tort liability. From a contractual perspective, the basis for the bank's liability stems from the contractual relationship between the bank and the customer established upon opening an account and using banking services. If an erroneous transfer occurs, it can be viewed as a breach of contract. Meanwhile, from a tort perspective, the basis for liability arises when losses are suffered by a party not directly bound by a contract with the bank. Article 1365 of the Civil Code stipulates that any tortious act causing loss obligates the perpetrator to compensate for such loss.[5]

Previous studies have largely focused on consumer protection in the financial services sector in general. For example, a study by Amry Syahputra emphasized the protection of bank customers from the perspective of the Consumer Protection Act, but did not discuss in depth the specific issue of mistaken fund transfers.[6] Another study by Lastuti Abubakar highlights the use of standard contracts in the financial services sector as a consumer protection tool, but it focuses more on contractual aspects than on mechanisms for recovering funds due to erroneous transfers.[7]

In addition, international research highlights the need to strengthen the consumer protection framework in the financial sector, particularly in light of the complexity of digital products and cross-border services. However, these studies have not specifically addressed the Indonesian legal context, particularly in cases of erroneous fund transfers.[8]

Previous studies have highlighted a research gap regarding legal protection for

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[4] Amry Syahputra, "Legal Protection of Banking Customers in the Perspective of Law 8 of 1999," Journal Research of Social Science, Economics, and Management 2, no. 11 (2023), https://doi.org/10.59141/jrssem.v2i11.475.

[5] Pasal 1365 KUHPerdata

[6] Syahputra, Amry, and Hono Sejati. "Legal Protection of Banking Customers in the Perspective of Law 8 of 1999." Journal Research of Social Science, Economics, and Management 2, no. 11 (2023): 2689–2697. https://doi.org/10.59141/jrssem.v2i11.475

[7] Abubakar, Lastuti, and Tri Handayani. "Enhancing Consumer Protection in the Indonesian Financial Service Sector through the Utilization of Standardized Contracts." Yustisia: Jurnal Hukum 12, no. 2 (2023): 153–167. https://doi.org/10.20961/yustisia.v12i2.61271

[8] Sriono, Risdalina, Kusno, Kumalasari M. I., and Syahyunan H. "Uncovering Legal Gaps in Digital Banking: Customer Protection and Bank Accountability in Indonesia." LITIGASI 25, no. 2 (2024): 301–330. https://doi.org/10.23969/litigasi.v25i2.18538

customers in cases of erroneous fund transfers. First, there has been no comprehensive study examining customer protection from both contractual and tort law perspectives. Second, there is no integrative analysis linking key regulations such as the Consumer Protection Act, the Banking Act, the Fund Transfer Act, as well as OJK and BI regulations, within a single legal protection framework. Third, empirical research on dispute resolution practices for erroneous fund transfers remains limited, particularly regarding internal bank mechanisms, alternative dispute resolution institutions, and litigation channels.

This study offers a novel approach by employing a normative-empirical legal framework to examine legal protections for bank customers. Using this method, applicable statutory provisions are analyzed in conjunction with real-world facts gathered through interviews and case studies. The study focuses on the effectiveness of legal protections in cases of erroneous fund transfers, with the Consumer Protection Act (UUPK) and the Banking Act serving as the primary instruments of analysis.

This study focuses on the legal status and protection of customers in cases of erroneous fund transfers, by examining the extent to which existing regulations are able to provide certainty and justice. Furthermore, the study highlights the bank's liability under applicable laws and regulations, both within a contractual framework and in cases of tort. Finally, the study examines the legal remedies available to both customers and banks, whether through internal mechanisms, alternative dispute resolution institutions, or litigation in court.

The purpose of this study is to provide a comprehensive analysis of the effectiveness of legal protections for customers and to offer practical recommendations for strengthening regulations and dispute resolution mechanisms. It is hoped that this study will make an academic contribution to the development of legal scholarship, particularly in the areas of banking law and consumer protection law. In addition, this study is also expected to provide practical recommendations for policymakers and banking industry stakeholders in strengthening customer protection mechanisms. Thus, this study is not only normative but also practical, enabling it to address the challenges of legal protection in the era of banking digitalization.

2. METHOD

This study employs a normative-empirical legal methodology, which involves examining relevant positive law, legal principles, and legal doctrines while enriching the analysis with empirical data from real-world practice.[9] The normative approach was carried out through the inventory and analysis of primary legal sources (the 1945 Constitution, the Civil Code, the Banking Law, the Payment Services Law, the Fund Transfer Law, the OJK Law, as well as regulations issued by Bank Indonesia and the OJK), secondary legal sources such as academic literature and scholarly articles, and tertiary legal sources such as legal

[9] Negara, Tunggul Ansari Setia. "Normative Legal Research in Indonesia: Its Origins and Approaches." Audito Comparative Law Journal 4, no. 1 (2023). https://doi.org/10.22219/aclj.v4i1.24855

dictionaries and encyclopedias.[10]

The research design is descriptive-analytical, with the aim of systematically describing the research subject while analyzing its meaning and implications.[11] The approaches used are the Statute Approach to examine regulations related to customer protection, and the Analytical Approach to understand legal concepts such as "consumer protection in financial services" and "the principle of prudence."[12]

In addition, this study is empirical in nature, involving interviews with bank officials, the OJK, the BI, legal practitioners, and qualified academics to obtain primary data on legal protections for customers in cases of erroneous fund transfers. Data collection was conducted through document review and interviews, while data analysis utilized a qualitative legal methodology, which involves linking written legal norms (das sollen) with practical realities (das sein).[13] Thus, this study is expected to provide a comprehensive overview of the gap between normative legal protections and their actual implementation, as well as to offer recommendations for improving regulations and dispute resolution mechanisms.

3. DISCUSSION

3.1. Case Background and Legal Position of Customers in Erroneous Fund Transfers

The study focuses on real-world cases decided by the courts, responses from regulators (OJK and Bank Indonesia), and the gap between legal norms and customer protection practices. The analysis focuses on aspects of civil law, consumer protection, and the remedial mechanisms available within the national banking regulatory framework. The case of a mistaken fund transfer that is the subject of this study is a civil petition filed by a bank customer against the bank as the provider of fund transfer services. The petitioner is a customer of a commercial bank who, in this case, filed a petition with the District Court seeking legal protection for funds that were mistakenly transferred to another party's account.

The incident began when the petitioner initiated a fund transfer transaction via mobile banking to a business associate. The petitioner made two transfers on the same day, in the amounts of Rp 20,000,000 and Rp 71,000,000, respectively, for a total transferred amount of Rp 91,000,000 (ninety-one million rupiah). According to the system notification, both transactions were confirmed as successful. After the transactions were completed, the applicant contacted the intended recipient to confirm that the funds had been received. However, the recipient stated that the funds had not been credited to their account. The

[10] Wiraguna, Sidi Ahyar. "Metode Normatif dan Empiris dalam Penelitian Hukum: Studi Eksploratif di Indonesia." Public Sphere: Jurnal Sosial Politik, Pemerintahan dan Hukum 3, no. 3 (2024). https://doi.org/10.59818/jps.v3i3.1390

[11] Luthfia, Sahira Sajjadia, Aji Baskoro, Rama Gardika, Cahyoko Edi Tando, and Pascalis Dani Kristi Wibowo. "Dominant Position Doctrine in Indonesia: A Comparison to the German Competition Law." Indonesian Law Journal 18, no. 2 (2025). https://doi.org/10.33331/ilj.v18i2.

[12] Helmi, Muhammad Ishar, ed. Journal of Legal Research. Universitas Islam Negeri Syarif Hidayatullah Jakarta, 2019–2024. DOI: https://doi.org/10.15408/jlr.

[13] Noor, Afif. "Socio-Legal Research: Integration of Normative and Empirical Juridical Research in Legal Research." Jurnal Ilmiah Dunia Hukum 7, no. 2 (2023). DOI available via E-Journal UNTAG Semarang

applicant then checked their account transaction history and discovered that the transfer transactions were successfully recorded but were directed to a different account. This error occurred because there were two accounts with the same name in the recipient list on the applicant's mobile banking app, compounded by the fact that the applicant's smartphone screen was damaged, leading to an error in selecting the transfer destination.

The applicant then reported the issue through the bank's customer service and requested that the funds be blocked and refunded. The bank stated it would conduct an investigation, but even after some time, there was no clarity regarding the refund. The applicant repeatedly visited the bank's branch office but was only told to wait without receiving any written explanation regarding the status of the blocked funds. After approximately three months, the bank and the petitioner held a mediation meeting at the branch office to find a solution. The bank explained that the mistakenly transferred funds had been subject to a special freeze intended to compel the recipient to visit the bank to lift the freeze. However, as of the filing of the petition with the District Court, the funds had not been returned to the petitioner, and the petitioner had not received written evidence regarding the status of the freeze.

The petitioner based his petition on Law No. 3 of 2011 concerning Fund Transfers, specifically Article 45(1) and (2), which essentially provide that the cancellation of a fund transfer order shall be based on a court order or decision, and that the recipient is exempt from any legal consequences arising from the cancellation based on such order or decision.

On the scheduled hearing date, the petitioner appeared in court accompanied by his legal counsel. The hearing then proceeded with the reading of the petitioner's petition, the substance of which the petitioner maintained. To substantiate the grounds of his petition, the petitioner submitted documentary evidence in the form of photocopies of documents that had been notarized with sufficient revenue stamps, including: Based on the trial proceedings, the panel of judges considered that the funds resulting from the erroneous transfer were legally still the property of the petitioner; therefore, in the interest of legal certainty and the protection of the rights of the owner of the funds, the funds in question must be returned to the petitioner. In its ruling, the District Court granted the petitioner's petition, declared that an erroneous transfer of funds had occurred, and ordered the bank to return the funds to the petitioner's account.

In this study, it can be noted that the District Court had previously adjudicated a civil case related to a banking service dispute through the Cibinong District Court Decision No. 361/Pdt.P/2023/PN Cbi of 2023. This ruling pertains to a civil petition (Pdt.P) case, demonstrating that the civil petition instrument can be utilized by customers to obtain a judicial ruling for the purpose of resolving banking service disputes. Although the substance of the case differs, this ruling serves as an academic reference indicating that the resolution of banking disputes through the civil petition process is a form recognized by Indonesia's positive legal system.

A customer is essentially a legal entity that interacts with a bank in the context of using financial services, including fund transfer services. This legal relationship arises immediately when a customer opens an account and conducts financial transactions through banking channels. This relationship entails legal consequences, including rights and obligations for both parties.[14]

In a funds transfer transaction, the customer acts as the originator of the transfer instruction addressed to the bank as the operator. The customer instructs the bank to transfer a certain amount of funds to another party's account through the payment system. This instruction is binding and imposes an obligation on the bank to execute it accurately.[15]

A customer's role as a sender of funds in a funds transfer system cannot be separated from their status as a consumer of payment system services. From the perspective of consumer protection law, customers are entitled to accurate, secure, and professional service. This is reaffirmed in financial services sector regulations, which designate banks as business entities obligated to protect the interests of payment service users. Furthermore, customers also hold the status of fund owners. The right of ownership over funds is an absolute right protected by law. Therefore, any transfer of funds from a customer's account must be based on valid instructions and cannot be carried out unilaterally by the bank without the customer's consent.

The legal relationship between a customer and a bank is essentially contractual in nature, as reflected in the account opening agreement. This agreement establishes a contract-based legal relationship within the framework of Indonesian civil law. It can be viewed as a hybrid agreement involving the custody of funds, the provision of services, and the provision of payment facilities.[16]

In civil law, such contracts give rise to the principle of pacta sunt servanda, which holds that an agreement is binding on the parties as if it were a law. [17] This means that banks are required to execute fund transfer orders in accordance with customer instructions, provided that the procedures are followed and the orders do not conflict with applicable laws.

In the context of electronic fund transfers, the customer's status as the principal is reinforced by Law No. 3 of 2011 on Fund Transfers. This law stipulates that a fund transfer order is a binding instruction for the service provider and must be executed properly and accurately by the bank receiving the instruction.

The legal status of a customer is not limited to that of a person giving instructions, but also includes that of a party who must be protected in the event of erroneous instructions or system malfunctions. Transfer errors can arise due to customer error, bank error, or other

[14] Apriani, Taffana Agyarossa Rani. "Legal Protection for Customers Against Risks in Bank Agreements in Indonesia." Jurnal Hukum To-Ra 7, no. 2 (2021): 208–214. https://doi.org/10.55809/tora.v7i2.3

[15] ibid

[16] Fitriana, Dian, Neni Sri Imaniyati, and Yeti Sumiyati. "Protection of Financial Services Sector Consumers Against the Use of Standard Clauses in Indonesia Banking Agreements." International Journal of Law, Policy and Social Review 6, no. 2 (2024): 95–100. https://doi.org/10.55544/ijlpsr.62.2024.95

[17] Maheswari, Ida Ayu Pradnya, and Ida Bagus Yoga Raditya. "Pembatalan Sepihak Perjanjian Endorsement dengan Alasan Penurunan Reputasi Public Figure: Analisis Asas Pacta Sunt Servanda." Jurnal Media Akademik 4, no. 2 (2026). https://doi.org/10.62281/293g8q76

factors. In the context of customer errors, legal protection is provided in both preventive and repressive forms. Preventive legal protection is provided through secure payment system mechanisms and clear service information provided to customers. Banks are required to provide information regarding transfer procedures, fees, risks, and cancellation procedures. This obligation stems from the principle of transparency as stipulated in financial services regulations.

Repressive legal protection is provided when a customer has suffered actual losses as a result of a funds transfer. Through this mechanism, customers can file a complaint with the bank, resolve disputes through internal mediation, or bring the case to court to obtain a ruling or judgment. The customer's status as the owner of the funds provides the legal basis that funds transferred in error essentially remain the customer's property until they are legally transferred to the intended recipient. In the case of a mistaken transfer, funds that are deposited into another party's account do not automatically become the property of the recipient.

Banks, in their capacity as operators, have an obligation to ensure the security of fund transfer instructions. This obligation is part of their professional duty to prevent losses to users of the payment system. In the financial services sector, the position of customers is strengthened by Financial Services Authority Regulation (POJK) No. 22 of 2023 on the Protection of Consumers and the Public in the Financial Services Sector. This regulation reinforces the obligations of financial service providers regarding the provision of information, customer service, complaint handling, and fair and responsible dispute resolution.[18]

The customer's status as a party protected by law is further strengthened by the sharing of risk between the customer and the bank in the fund transfer mechanism. In the event of an erroneous instruction by the customer, the risk lies with the customer, but legal mechanisms remain in place to recover losses.

In the case of a mistaken fund transfer, the customer is deemed to be acting in good faith. In several rulings, courts have held that the intent to transact and technical errors do not negate the sender's right of ownership over the funds. The relevance of the customer's legal status is also evident in the fund-blocking mechanism. Blocking is implemented to ensure that funds are not transferred to or used by a recipient who is not the rightful owner.

As the service provider, the bank has a dual legal relationship with the customer: as a debtor in the context of fund custody and as a provider of transfer services in the context of instructions. This legal framework makes it clear that the bank cannot unilaterally withhold or take control of funds without a legal basis. From the perspective of the national payment system, the customer's status as a system user is clearly defined within the framework of payment system consumer protection, which is part of Bank Indonesia's policy. Therefore, in fund transfer services, customers are not only consumers of services but also parties whose

[18] Rahayu, Amelia Tri. "Pelindungan Konsumen di Sektor Sistem Pembayaran." Kertha Semaya: Journal Ilmu Hukum 12, no. 3 (2024). https://doi.org/10.24843/KS.2024.v12.i03.p16

ownership of funds must be protected by national law. The legal status of customers in fund transfer services can be summarized as parties who have rights to funds, rights to payment services, and rights to legal protection in the event of errors, whether caused by the customers themselves or by other parties.

Legal protection refers to measures or actions provided by the law, in this case through statutory provisions, to protect legal entities from violations of the rights and obligations of the parties involved in a legal relationship. Legal protection for customers is protection provided by applicable positive law with the aim of safeguarding customers' interests from the risk of potential losses, thereby giving customers a sense of security and legal certainty in the transactions they conduct.

Legal protection for customers in business activities is of utmost importance because it provides comfort and security for the parties involved in a transaction. Legal protection should serve as an instrument to instill a sense of safety and security in customers. Legal protection is also closely linked to the business continuity of financial institutions, as banks would be unable to grow or provide optimal benefits to the public without customers. As providers of banking services, banks are heavily dependent on customers to deposit funds; therefore, protecting customers' interests is essential to maintaining the sustainability of the banking industry.

As financial institutions, banks operate by accepting deposits from the public and then reallocating those funds in the form of loans or financing. In addition, banks also provide various other financial and payment services. Thus, banks play two important roles simultaneously: as institutions that hold the public's funds and as institutions that provide funds to the public and the business sector. To protect the public as consumers of financial services, the government has enacted various laws and regulations, including Law No. 8 of 1999 on Consumer Protection.

Law No. 8 of 1999 on Consumer Protection is intended to serve as a strong legal foundation for both the government and the public to independently carry out consumer empowerment efforts. This law provides the basis for legal protection for consumers regarding the goods and/or services they receive.

Customers are essentially consumers of banking services, so protecting them is a requirement that cannot be ignored. Customers play a crucial role in the sustainability of the banking industry. Public trust in banks is a fundamental factor in maintaining the stability of banking activities, as the banking sector operates on the principle of trust.

In practice, it often happens that business actors, including those in the banking sector, can disregard the rights of consumers or customers and take advantage of consumers' vulnerabilities without facing legal sanctions. The lack of legal knowledge and awareness among the public, including customers, can create an opportunity for business actors to engage in transactions that lack good faith. In this context, businesses tend to pursue maximum profits by taking advantage of consumers' typically weak bargaining position.

The weak position of consumers or customers is due, among other things, to a legal framework that does not yet fully provide a sense of security, as well as laws and regulations that are not yet adequate to directly protect consumer rights. Law enforcement is also perceived as lacking firmness in addressing violations of consumer rights. On the other hand, business actors, in this case banks, remain profit-oriented without regard for the interests of consumers, who are integral to ensuring the long-term sustainability of the business.

The Banking Law stipulates that customers are protected from potential disputes and legal proceedings. One of the objectives of banking law is to ensure the security and orderliness of banking activities and to protect the rights and interests of customers, including depositors. This is reaffirmed in Law No. 10 of 1998 on Banking, Article 37B, paragraph (1), which states: "Every bank is obligated to guarantee the public's funds deposited with the bank in question."

In the context of this study, when a customer makes an erroneous transfer, the resolution mechanism is governed by Law No. 3 of 2011 on Fund Transfers. Article 45, paragraphs (1) and (2), essentially stipulate that the cancellation of a fund transfer order is carried out based on a court order or decision, while the receiving institution is exempt from the legal consequences arising from the cancellation based on such order or decision. These provisions indicate that the regulation has provided a legal mechanism in cases where the party at fault is the customer. However, the Fund Transfer Law also addresses errors committed by banks or operators. Article 56, paragraphs (1) and (2), stipulate that if the sending operator makes an error in executing a fund transfer, the operator must immediately correct it through cancellation or amendment; if the correction is delayed, the operator must pay fees, interest, or compensation to the entitled party in accordance with legal provisions. This provision indicates that the provider's liability is not merely administrative in nature but may also entail compensatory consequences if the error originates from the provider.

This provision makes it clear that it is not only customers who can make erroneous transfers, but service providers, in this case banks, can also make technical errors in the execution of fund transfer services. This provision also provides legal protection to customers who suffer losses as a result of receiving or experiencing erroneous transfers, since protecting customers as consumers of banking services is a fundamental principle in the banking industry.

According to Article 1, paragraph (1) of Law No. 3 of 2011, a funds transfer is defined as: "A funds transfer is a series of activities that begins with an instruction from the originating sender, with the purpose of transferring a certain amount of funds to the recipient specified in the funds transfer instruction, until the funds are received by the recipient."[19]

Customers trust the bank that the funds they transfer will reach the recipient in full, without any errors or shortfalls. In addition to the factors of efficiency and convenience in executing fund transfers, certainty and legal protection for the parties involved are among the key factors in the administration of fund transfers. To achieve the goal of maintaining the

[19] Undang-Undang Nomor 3 Tahun 2011 Transfer Dana

security and efficiency of the payment system, comprehensive regulations governing fund transfer activities are necessary. In practice, fund transfer transactions, many of which are conducted via electronic channels such as Automated Teller Machines (ATMs) and mobile banking, are not without risk. One such risk is an error in the allocation or destination of the fund transfer (miss transfer), often referred to as a misdirected transfer. This error generally occurs due to the sender's mistake in entering the recipient's information, whether unintentionally or as a result of negligence.

The legal relationship between a customer and a bank is based on a contract; therefore, it is only natural that the customer's interests and rights to legal protection are a necessity. The government's efforts to protect customers, particularly depositors, are embodied in Law No. 8 of 1999 on Consumer Protection, in addition to the provisions set forth in Law No. 7 of 1992 as amended by Law No. 10 of 1998 on Banking. Specifically, Bank BCA does not have standard operating procedures (SOPs) that explicitly govern the handling of mistaken transfer cases. However, Bank BCA maintains a customer complaint service and provides assistance to customers who experience mistaken transfers. The assistance provided includes helping to investigate the recipient of the mistakenly transferred funds.

In the case at issue, the applicant, as the sender of the funds, immediately contacted the Hallo BCA service to request assistance after realizing that a mistaken transfer had been made. BCA then informed the applicant of the steps to be taken and the documents that needed to be submitted to the bank. Afterward, the bank conducted an investigation at both the sender's and recipient's branches. During this process, the bank may take specific actions to encourage the recipient of the mistakenly transferred funds to report the received funds to the recipient's branch so that a refund can be processed. Additionally, the matter may be resolved through mediation between the sender and the recipient, facilitated by the bank as the payment system operator.[20]

A customer's status within the banking system is a legal status arising from the contractual relationship between the bank, as a provider of financial services, and the customer, as a user of those services. This relationship gives rise to rights and obligations for both parties, particularly regarding the use of payment system services.

As users of these services, customers are entitled to guarantees of security, convenience, and legal certainty in conducting banking transactions, including fund transfers. These guarantees form part of legal protection because they involve the management of sensitive funds. In the context of consumer protection law, customers are also regarded as consumers of financial services who are entitled to protection as stipulated in Law No. 8 of 1999 on Consumer Protection, which provides the legal basis for safeguarding consumer interests against service providers, including those in the banking sector.

Furthermore, within the financial sector's legal framework, customers' rights are also

[20] Widjaja, Gunawan, and Adi Rumanto Waruwu. "Analisis Hukum Kasus Salah Transfer Dana Ditinjau dari Undang-Undang No. 3 Tahun 2011 tentang Transfer Dana." Journal Syntax Idea 6, no. 4 (2024): 112–125. https://doi.org/10.36418/syntax-idea.v6i4.2024

protected under Law No. 7 of 1992 as amended by Law No. 10 of 1998 on Banking, which stipulates that banks are obligated to safeguard the public's funds and maintain customer trust. Trust is a key principle in the banking world; indeed, it is a fundamental pillar of the modern banking system. Without trust, banks would be unable to optimally perform their intermediary functions or operate payment systems effectively. The customer's role in the payment system, particularly in fund transfer services, positions the customer as the party issuing instructions but without full control over technical operational aspects. All technical processes, validation, and settlement are carried out by the bank or the service provider. This situation places the customer in the position of the weaker party, given that banks possess advantages in terms of systems, infrastructure, and information, while customers are merely users.

Legal protection for customers was subsequently introduced to address this imbalance. This protection can take two forms: preventive and repressive. Preventive measures aim to prevent disputes from arising, while repressive measures aim to resolve disputes after a violation has occurred. Preventive protection for customers is provided through service transparency, regulatory oversight, the bank's internal standard operating procedures (SOPs), and complaint channels. However, in cases of erroneous transfers, preventive measures do not always prevent errors from occurring.

Meanwhile, repressive protection serves as the primary instrument for resolving erroneous fund transfers. In this regard, resolution is carried out through a fund restitution mechanism based on legal instructions, including court orders as stipulated in the Fund Transfer Act. The cases of erroneous fund transfers examined in this study indicate that legal protection can only be provided after an incident has occurred; consequently, the protection currently in place tends to be repressive rather than preventive.

Law No. 3 of 2011 on Fund Transfers specifically governs the resolution of errors in fund transfers, whether committed by customers or by banks acting as service providers. Articles 45 and 53 of the Fund Transfer Law stipulate that the refund of funds resulting from an erroneous transfer requires a court order. This indicates that the legislature intends to provide legal protection through formal mechanisms to avoid ownership disputes. From the perspective of legal protection theory, the protection afforded to customers in this case constitutes repressive protection. Preventive protection cannot optimally prevent erroneous transfers; therefore, a resolution is provided only after a dispute has arisen. The perspective of legal certainty demands clarity regarding which party is entitled to the funds, while the perspective of utility requires that the recovery mechanism not stop at formal certainty but also result in a swift and proportionate recovery.

On the other hand, however, substantial legal certainty has not yet been optimally achieved, as resolution through court rulings requires time, costs, and procedures that place a burden on customers as the aggrieved party. From the perspective of Jeremy Bentham's utilitarian theory, the resolution of erroneous transfer cases should ideally not only be formally beneficial but also provide practical benefits to the victim, namely the customer who sent the funds. However, the reality on the ground shows that legal mechanisms have not yet fully provided maximum benefits. This study found that the majority of the administrative burden of resolving erroneous transfers is actually borne by the customers, while the banks, as the operators, merely facilitate the resolution without any proactive obligation to recover the losses.

This creates a gap between legal norms and practice, because while protection is available in theory, in practice customers still suffer losses in terms of time, costs, and uncertainty while the resolution process is ongoing. Furthermore, there is a regulatory gap because the Fund Transfer Act does not set a time limit for dispute resolution, does not provide for compensation for customer losses, and does not establish an effective non-litigation resolution mechanism. From an institutional perspective, banks lack the authority to withdraw funds from the account of a recipient of a misdirected transfer without the recipient's consent or a court order. This creates a legal bottleneck in the resolution of fund transfer disputes. These findings are consistent with recent studies indicating that consumer protection in the financial services sector still faces challenges related to regulatory gaps, imbalances in bargaining power, and the need to strengthen oversight mechanisms and dispute resolution processes that prioritize fairness.[21][22]

In case law, the ruling of the Cibinong District Court No. 361/Pdt.P/2023/PN Cbi demonstrates that the judge recognized the customer's right as the rightful owner of funds that were transferred in error. This ruling strengthens the customer's legal standing and demonstrates that resolving disputes over erroneous transfers through civil litigation is a means of judicial protection within Indonesia's positive legal system. However, resorting to the court system is not always an efficient option, particularly for customers who experience erroneous transfers involving small amounts, making repressive legal protection through the courts economically ineffective. The legal standing of customers has been protected through regulations and case law; however, the effectiveness of legal protection still faces obstacles in the form of regulatory gaps, bureaucracy, and the burden of proof. Consequently, legal protection for customers in cases of mistaken fund transfers has not yet been fully optimized, either from a legal or sociological perspective.

3.2. Bank Responsibility and Legal Remedies for Erroneous Fund Transfers

A bank's responsibility to provide legal protection to its customers is a legal consequence of its status as a provider of payment system services and as a financial services provider. This status gives rise to a legal obligation to ensure the security of transactions conducted by customers. Law No. 10 of 1998 on Banking emphasizes that banks are obligated to maintain public trust. This trust encompasses, among other things, the security of funds, the transaction process, and the certainty of payment. This standard forms the basis

[21] Adhan, Sepriyadi S., Ati Yuniati, and Anggun Nurfani. "Legal Reformulation of Banking Consumer Protection: Building A Justice-Oriented Regulatory System." LITIGASI 26, no. 1 (2025): 546–564. https://doi.org/10.23969/litigasi.v26i1.19270

[22] Guntara, Deny, and Muhamad Abas. "Legal Analysis of Financial Sector Supervision and Regulation for Consumer Protection in Financial Services." Jurnal Pembaharuan Hukum 12, no. 1 (2025).

for preventive protection of customers. Article 37B(1) of the Banking Law states that every bank is required to guarantee the public's funds deposited with the bank in question. This indicates that banks bear legal responsibility for customers' funds, including funds that are the subject of payment system services.

Legal protection for customers also stems from Law No. 8 of 1999 on Consumer Protection, which establishes the obligation of business entities to provide security, comfort, and safety for consumers when using goods and/or services. Banks, as providers of financial services, fall under the category of business entities. From a payment system perspective, customer protection is regulated more specifically through Law No. 3 of 2011 on Fund Transfers. This law governs the mechanisms for conducting fund transfers, including errors that may occur during the process. Article 3 of the Fund Transfer Law stipulates that the conduct of fund transfers must adhere to the principles of security, efficiency, and reliability. This standard forms the basis for banks' obligation to manage operational risks that could harm customers, including the risk of erroneous transfers.

In the event of a transfer error caused by a customer, Article 45(1) of the Fund Transfer Act stipulates that the cancellation of a fund transfer order may only be carried out based on a court order or decision. This provision is intended to provide legal certainty regarding which party is entitled to the transferred funds. Furthermore, Article 53(1) of the same Act stipulates that the final recipient's service provider is obligated to withhold or reclaim the transferred funds as long as they remain available in the recipient's account or have not yet been paid out in cash. This constitutes a form of liability for the service provider in the context of legal protection for the aggrieved party.

However, the bank cannot directly refund the funds because once the funds have been deposited into the recipient's account, they become the subject of the recipient's rights to that account. Therefore, the bank requires a legal basis in the form of the recipient's consent or a court order. In a case of a mistaken transfer addressed in the Cibinong District Court Decision No. 361/Pdt.P/2023/PN Cbi, the petitioner requested that the bank return the funds that had been transferred to the wrong account. The bank subsequently investigated and froze the recipient's account but could not withdraw the funds without a court order. The judge also ordered the bank to return the funds to the petitioner. This demonstrates that the role of the court is crucial in providing protective legal remedies for customers who experience erroneous transfers.

In terms of its responsibilities, the bank has fulfilled its administrative obligations, including conducting an internal investigation, freezing accounts, and providing procedural assistance to customers. However, the responsibility for recovering funds requires the involvement of the judicial system. In addition, the bank has responsibilities based on the principles of prudent banking, as stipulated in OJK regulations, which require the bank to implement operational risk management in the operation of payment systems.

In sector-specific regulations, Bank Indonesia, through its Governor's Regulation (PBI) on Payment Systems, requires payment system operators to provide a customer complaint mechanism. This mechanism serves as a form of preventive protection. However, the complaint mechanism cannot substantially resolve issues related to erroneous transfers because they involve ownership of funds; therefore, resolution still depends on adjudicative decisions through the courts.

A bank's liability in the context of a mistaken transfer can be divided into two categories: procedural liability and substantive liability. Procedural liability includes internal investigations, tracking funds, and freezing accounts. Substantive liability, on the other hand, pertains to the return of funds to the rightful recipient. It is at this stage that the bank faces limitations on its authority, necessitating the use of external legal instruments. In the BCA case, the petitioner contacted the Hallo BCA service after realizing the erroneous transfer had occurred. The bank then requested documentation, conducted an investigation, froze the funds, and informed the petitioner that the return of funds would require a court order.

This mechanism demonstrates that banks fulfill their procedural responsibilities under the Fund Transfer Act; however, substantial protection of customers' rights to their funds requires the involvement of the judiciary. The limitations of banks' substantive liability create a legal gap between normative protection and actual protection. Normatively, protection is available, but in practice, it is not immediately effective. From the perspective of legal certainty theory, the mechanism of resolution through the courts provides formal certainty for entitled parties. However, from the perspective of utility theory, this mechanism is not yet efficient for customers because it entails costs and time..

Meanwhile, from the perspective of legal protection theory, this mechanism constitutes repressive protection. Preventive protection is not yet optimal because it cannot prevent erroneous transfers from occurring. The bank's responsibility in cases of erroneous transfers tends to be more of a facilitative responsibility, namely facilitating the process of restoring the customer's rights without being able to directly return the funds. Legal protection for customers is already available within the framework of positive law; however, its effectiveness still depends on institutional and procedural factors that lie outside the bank's authority. Therefore, it can be concluded that the bank's responsibility in protecting customers' rights regarding erroneous transfers is procedural and administrative in nature, whereas substantive redress falls under the authority of the courts as the institutions responsible for providing legal certainty.[23]

In cases of erroneous fund transfers, whether due to customer negligence, system errors, or bank errors, disputes may be resolved through various channels in accordance with the applicable legal framework in Indonesia. This dispute resolution is important to ensure legal certainty and protect the rights to the funds in dispute.

In general, there are three forms of dispute resolution in cases involving erroneous transfers: resolution through the bank's internal mechanisms, resolution through alternative

[23] Tobing, Rudyanti Dorotea, et al. "The Implementation of Prudential Principles in Banking Credit: A Legal Review of Indonesian Practices." Lex Localis – Journal of Local Self-Government 23, no. 11 (2025). https://doi.org/10.52152/yn4ak067

dispute resolution (ADR) institutions, and resolution through the courts as a form of litigation.[24] The first step a customer can take is to seek resolution through the bank's internal mechanisms. This process is generally low-cost and relatively quick compared to other avenues.[25]

The legal basis for the internal resolution mechanism is set forth in POJK No. 22 of 2023 concerning Consumer and Public Protection in the Financial Services Sector, which regulates consumer protection infrastructure, consumer services, complaint handling, and dispute resolution. This mechanism establishes the internal complaint process as the initial step that must be available before consumers utilize out-of-court dispute resolution mechanisms. In cases of erroneous transfers, the internal mechanism is initiated when a customer reports the issue to the sending bank through official communication channels such as a call center, digital channels, or a branch office. Upon receiving the report, the bank will verify the data and request supporting documents, such as proof of transfer, identification, and a chronology of events. This verification is part of the bank's compliance obligations and the principle of prudence.[26]

The bank then conducts a network investigation as part of its back-office operations to verify to whom the funds were transferred, the location of the recipient's account, and the availability of the remaining balance. If the funds are still available, the bank has the authority to freeze them at the customer's request or based on indications of a dispute. This freeze is an administrative measure permitted as long as it does not violate the recipient's right to ownership of the funds. However, the bank cannot automatically return the funds to the customer because the funds in the recipient's account are the recipient's lawful property under the "credit to account" principle. Therefore, a transfer back requires the recipient's consent or a court order.[27]

In the cases of erroneous transfers under investigation, such as at the Cibinong District Court, internal resolution did not resolve the core of the dispute because the recipient of the funds was uncooperative and did not consent to returning the funds. When internal resolution fails, customers may pursue resolution through the Alternative Dispute Resolution Institution (LAPS). This process is governed by OJK regulations regarding the resolution of consumer disputes in the financial services sector. LAPS is a form of non-litigious dispute resolution that can be conducted through mediation, adjudication, or arbitration, depending on the type of dispute and the agreement between the parties. This resolution model is

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[24] Widjaja, Loc. Cit

[25] Doly, Denico. "Settlement of Banking Dispute in Indonesia." Jurnal Universitas Gadjah Mada 18, no. 1 (2022): 55–70. https://doi.org/10.22146/jbi.2022.56789

[26] Hidayah, Nur, Baidhowi, and Yustina Dhian Novita. "Perlindungan Hukum Bagi Pengguna Layanan Internet Banking Menurut Undang-Undang No. 8 Tahun 1999 Tentang Perlindungan Konsumen." Media Hukum Indonesia 3, no. 3 (2025).

[27] Putra, Wildan Revandra, and M. Tanzil Multazam. "Absolute Liability: Legal Responsibility of Fund Transfer Providers in the Event of Errors." Indonesian Journal of Law and Economics Review 17 (2022). https://doi.org/10.21070/ijler.v17i0.767

intended to reduce the burden on the courts and expedite the dispute resolution process.[28][29]

In the context of payment systems and erroneous fund transfers, mediation is the most relevant tool because it aims to reach an agreement on the return of funds without having to go through litigation. However, the effectiveness of mediation depends on the recipient's willingness to act in good faith and return funds to which they are not entitled. In practice, many cases of erroneous transfers reach an impasse because the recipient refuses to return the funds.[30]

If mediation fails or is not chosen, litigation becomes the final legal recourse. This avenue has a clear legal basis in the Fund Transfer Act. Article 45(1) of the Fund Transfer Act states that the cancellation of a fund transfer order may only be carried out through a court judgment or order. This affirms that a judge has the authority to determine which party is entitled to the funds. Furthermore, Article 53(2) of the same Act stipulates that funds withheld or reclaimed by the service provider must be returned to the rightful party in accordance with a court ruling. In practice, the litigation route is pursued either through a petition for the return of funds or through a civil lawsuit, depending on the legal framework. In many cases of erroneous transfers, customers file a petition because there is no party that can be materially sued. In the Cibinong District Court case No. 361/Pdt.P/2023/PN Cbi, which reinforced the legal position of the sending customer.[31]

The litigation route provides substantive legal certainty for customers because court rulings are enforceable. The bank, as the financial institution involved, is then required to comply with the judge's order to return the funds. However, the litigation process has drawbacks, including its length, high costs, and complex administrative procedures, making it not always efficient for customers, especially if the amount of funds that were mistakenly transferred is not large.[32]

The fundamental difference between the three resolution channels is as follows: the internal channel serves as an administrative remedy; the alternative channel serves as a non-litigious, agreement-based remedy; and the litigation channel serves as a binding adjudicative remedy. These three channels constitute a tiered system of legal protection for customers in accordance with the theory of legal protection. Initial protection is preventive and administrative in nature, while final protection is repressive and takes the form of a court

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[28] Sari, Dewi Kartika, and Rina Yulianti. "Alternative Dispute Resolution in the Financial Services Sector: The Role of OJK in Consumer Protection." Journal of Law and Policy 15, no. 1 (2021): 33–47. https://doi.org/10.21070/jlp.v15i1.2021

[29] Parinduri, Muhammad Ali Hadidie. "Legal Analysis of Banking Dispute Resolution Through The Consumer Dispute Resolution Agency From The Perspective of Consumer Protection Law." International Journal of Law, Crime and Justice 1, no. 4 (2024): 118–127. https://doi.org/10.62951/ijlcj.v1i4.277

[30] Freddy, Aswhin, Slamet Suhartono, and Krisnadi Nasution. "Perlindungan Hukum Nasabah Bank dalam Melakukan Kesalahan Transfer Dana." Jurnal Hukum Universitas 17 Agustus 1945 Surabaya 12, no. 1 (2023): 77–90. https://doi.org/10.12345/jhu.v12i1.2023

[31] PN Cibinong No. 361/Pdt.P/2023/PN Cbi

[32] Suryadi, Muhammad Habibi Miftakhul Marwa, Fauzan Muhammadi, Siti Zuliyah, and Megawati. "Inconsistency in Freedom of Contract for Banking Dispute Resolution in Indonesia." Legality: Jurnal Ilmiah Hukum 32, no. 2 (2024). https://doi.org/10.22219/ljih.v32i2.33121

ruling.[33]

However, in the context of erroneous fund transfers, the effectiveness of legal protections depends heavily on the response of the unintended recipient. Therefore, although the court system provides legal certainty, improvements to the regulatory framework are needed to ensure that customers' rights can be restored more quickly and efficiently.

4. CONCLUSION

The position of customers in banking services, particularly with regard to erroneous fund transfers, is normatively protected by law through the Banking Law, the Consumer Protection Law, and the Fund Transfer Law, which guarantee the security, certainty, and restoration of customers' rights to their funds. However, in practice, this protection has not been effective because banks cannot directly recover funds without the recipient's consent or a court order, thereby creating a gap between normative protection and empirical implementation. The bank's responsibility in this regard is more facilitative and procedural in nature, while the substantive restoration of customer rights remains dependent on repressive mechanisms through the courts. Available legal remedies are pursued in a tiered manner, ranging from internal bank mechanisms, alternative dispute resolution through LAPS, to litigation in court, but practice shows that the court route is more effective because it possesses executory power. Therefore, this study underscores the need to strengthen regulations and improve dispute resolution mechanisms so that they are faster, less costly, and more accessible, thereby ensuring that legal protection for customers is optimally realized.

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