

## Analysing Legal Discourse to Understand the Difficulties in the Translation of Legal Documents from English into Arabic

## تحليل الخطاب القانوني لفهم الصعوبات التي يواجهها المترجم في ترجمة المستندات القانونية من الإنجليزية إلى العربية

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### الملخص:

تهدف هذه الدراسة إلى التحقيق في الخصائص النحوية والمعجمية للترجمة القانونية من العربية إلى الإنجليزية والعكس. استخدمت الدراسة نهج التقييم النقدي للتعرف على التحديات، سواء النحوية أو المعجمية، التي تواجه المترجم في النص القانوني. بالإضافة إلى ذلك، أجرت الدراسة استعراضاً شاملاً للتحديات الرئيسية التي يواجهها المترجمون القانونيون عند ترجمة النصوص القانونية من العربية إلى الإنجليزية والعكس. حيث تسهم هذه التحديات بشكل كبير في تعقيد فهم وترجمة اللغة القانونية من العربية إلى الإنجليزية وكذلك العكس. من خلال هذه الدراسة التقييمية، يمكن فهم التعقيدات والصعوبات الكامنة التي يواجهها المترجمون في المجال القانوني. حيث اعتمدت مقدمة هذه الدراسة على تقديم أمثلة توضيحية وربطها بالأدبيات الموجودة من خلال استعراض آراء الباحثين والعلماء في هذا المجال. وأخيراً، تميزت هذه الدراسة بهدف واضح وهو توضيح اصل المشكلات التي يواجهها المترجمون القانونيون عند ترجمة النصوص القانونية من العربية إلى الإنجليزية والعمل على إيجاد حلول عملية للتعامل مع هذه التحديات التي يواجهها المترجمون في هذا المجال الحيوي عند التعامل مع النصوص والوثائق القانونية.

**الكلمات المفتاحية:** القضايا المعجمية، القضايا النحوية، الترجمة القانونية، النص القانوني، الخطاب القانوني.

### Abstract:

The study aimed to investigate the grammatical and lexical characteristics of legal translation from English to Arabic. It utilized a critical evaluation approach to identify the challenges, both grammatical and lexical, encountered in legal discourse. Furthermore, it conducted a comprehensive review of the key challenges faced by legal translators when translating legal texts between English and Arabic, as well as vice versa. These challenges significantly contribute to the complexity of understanding and translating legal language. Through this evaluative study, the underlying complexities and difficulties encountered by translators in the legal field can be understood. The introduction to this study relied on providing illustrative examples and linking them to existing literature by reviewing the opinions of researchers and scholars in the field. Finally, this study has a clear objective: to clarify the origins of the problems encountered by legal translators when translating legal texts and to propose solutions to address these challenges faced by translators in this field when dealing with legal texts and documents.

**Keywords:** Lexical issues, Syntactic issues, Legal Translation, Legal text, Legal discourse.

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## Introduction

With the world becoming further interconnected, the need for legal translation in cultural bridging between different legal systems has been emphasized as necessary, especially considering the revolutionary impacts of international trade and collaboration, as pointed out by Cao (2010) and other scholars (1). There is no global legal discourse without legal English, which is also the basis of legal translation. The English legal language, though, is anything but ordinary; according to Malley (1994, p. 13), it is actually a complex network of interconnected legal discourses (2). This comprehension highlights the complexities of legal language, which comprises a wide range of ideas, rules, and conventions in addition to linguistic elements. The distinct features of legal language, especially in English, present considerable obstacles such as forms and historical terminology. English legalese is notoriously difficult for non-specialists, making accuracy in legal translation necessary to guarantee the correct transmission of legal ideas across languages.

The inherent ambiguity in legal texts further adds to these difficulties. A critical shortage of qualified translators exists in the legal translation industry due to the specialized character of the language used in legal proceedings. In order to successfully navigate the intricacies of legal translation, Hu and Cheng (2016) state that translators must have specialized training and certification (3). To the contrary, Newmark (1981) highlights the difficulties encountered by legal translators, recognizing the limitations imposed by the distinct features of legal writings that frequently call for exact translation in order to traverse different legal systems and languages (4). As “legal language” is defined by a high degree of ambiguity and a large historical vocabulary, it appears like a foreign language to those who do not have a foundation in the law (Al-Rishan, 2018) (5). Because of cultural and linguistic differences, translating legal papers from English to Arabic is an extremely difficult task for translators, and this language barrier exacerbates cultural gaps and differences in legal systems.

Scholars such as Zidan (2015) emphasize the impact of globalization on commerce and international relations. Legal translation is crucial for easing these obstacles for legal translators (6). Due to its extreme specialization and the prevalence of unusual sentence structures, legal documents can seem incomprehensible to understand and apply. According to Hu & Cheng (2016), who emphasize the critical need for translators to understand legal principles and terminology, the peculiarities of legalese stand out when compared to common speech. These peculiarities include intricate grammar and complexity, which can present obstacles for translators and students of legal translation. In order to ensure that translators and students of legal translation have a solid grasp of the principles and terminology used in different legal systems, Ghazal (1996) stresses the significance of hands-on training in this area (7). The lack of research in the field of English/Arabic legal translation is attributed to its difficulty, according to El-Farhati (2015) (8). Ghazala (1996) asserts that there is a pressing need for fluent bilingual translators in Arabic and English translators,

as their numbers are not enough, principally in the field of legal translation.

This article investigates some major issues in the area of legal translation—the process of translating legal texts from English to Arabic and vice versa—in light of these difficulties. To understand why legal terminology is so hard to translate into English, it is necessary to look at the main syntactic and lexical challenges that translators encounter in this field. Thus, the article's goal is to paint a complete picture that will aid in resolving the challenges of legal translation and finding practical answers to these important issues.

## Objectives and Method of the Study

This paper seeks to identify the complicated nature encountered challenges of translating legal documents like contracts and agreements between English and Arabic and vice versa. It also goes beyond mere analysis, as it tries to enhance students' full understanding of the lexical, grammatical, and syntactic touches of legal language, particularly in miscellaneous cultural contexts, especially Arabic and English. Additionally, it aims to identify significant obstacles arising from different educational approaches to legal translation and propose practical solutions to effectively mitigate them.

The motivation that drove the researcher to carry out this study was based on several important factors. Firstly, legal translation often suffers from sufficient research attention due to unique complexities and differences from other translation fields such as literary translation, political translation, etc. Additionally, legal translation, especially within regions like the Arab world with dominant legal systems, emphasizes the importance of deeper understanding. Furthermore, prevailing errors in legal translation joined with the need to improve efficiency, emphasize the importance of detailed investigation. Finally, this study aims to significantly improve legal translation practices, facilitate accurate communication within legal frameworks, and ensure equality and justice for all stakeholders involved.

From a practical perspective, the study aims to uncover the complexities of legal translation through specific methodologies. English examples are used alongside their Arabic equivalents to show the complication of legal texts, taken from common agreements between two parties such as car rentals, insurances and leases embodying duties, obligations, permissions, and restrictions, all subject to legal enforcement (Šarcevic, 2000, p.133). These examples serve as central data required to achieve the objectives of the study. The study focuses on describing the key reasons leading to the challenges (9) encountered in legal translation, with each example accompanied by the researcher's commentary and illustration. This commentary highlights common obstacles faced by legal translators, focusing on challenges often encountered in everyday contracts and agreements.

## Critical Analysis and Relevant Literature

Many researchers regard legal document translation as one of the most formidable tasks. This statement sets the

stage for understanding the challenges associated with translating legal documents. Studies on legal translation between English and Arabic predominantly concentrate on lexical, semantic, and syntactic concerns. Here, the focus is on the specific areas of research within legal translation, highlighting the key aspects that scholars have explored. Additionally, this section of the study addresses the data with illustrations based on the previous works of literature. This section emphasizes the use of existing literature to support the analysis of the data. It links the discussion of research findings to the broader context provided by previous studies. Therefore, the subsequent sections of this research delve into the pivotal issues highlighted by existing literature.

### The Nature of Legal Language

Similar to its equivalents in other languages, legal language is inherently complex. Recently, native English speakers have critiqued this form of communication for its perceived intricacy (Alcaraz & Hughes, 2014). Bin Sultan (2018) argues that the complexity of legal language stems not only from linguistic aspects but also from cultural elements (10). El-Farahaty (2015) asserts that the complicated nature of legal English discourse has historical roots dating back to ancient Greece, where philosophers like Socrates and Plato advocated for freedom and democracy (11). This language operates within legal systems and their associated procedures, often recognized as the language of courts and tribunals. It constitutes a subset of technical or specialized translation in the legal domain, acknowledged as a unique challenge in translation due to its reliance on specific terminologies (Cao, 2010).

The lexical opacity in legal translation stems from linguistic interferences with other languages, notably Latin, incorporating terms like 'Nulla,' 'poena,' 'sine lege,' 'res judicata,' 'bona fide,' and French terms such as 'profit à prendre', 'chose', 'feme sole', 'lien', 'on parole', among others (Varó, 2008). Furthermore, Varó (2008) asserts that the complicated nature of legal language arises from its frequent utilization of difficult and common terms. Additionally, it is marked by specialized performative verbs like 'agree,' 'admit,' 'pronounce,' 'certify,' 'swear,' etc, as exemplified in the given context (12).

*“Both parties of the contract hereby **agree** to the following conditions .... I hereby solemnly **swear** to tell the truth, the whole truth and nothing but the truth”.*

الطرفين في العقد هنا على الشروط الآتية..... أقسم بموجب يتفق كلا هذا العقد أن أقول الحقيقة , الحقيقة كاملة ولا شيء غير الحقيقة.

Furthermore, it is worth noting that a significant number of terms borrowed from other languages such as *Latin*, *French*, and *Greek* continue to be employed in contemporary legal documents to presently. Additionally, it is important to highlight Cao's assertion (2007) that legal language is not confined solely to the legal domain when discussing legal translation; rather, it encompasses all discussions within legal contexts that extend beyond the language specific to the law itself. In Saudi Arabia, the study of legal translation is still considered an emerging

field that demands greater attention, as research in this area remains relatively limited (13).

### Legal Texts

Gémard (2002) suggests that legal texts encompass any written document originating from legislators, judges, or notaries, including contracts (14). Similarly, Cao (2010) defines legal texts as written materials employed or produced within legal contexts, such as courts and tribunals. Also, Cao identifies four main categories of written legal texts: legislative texts (e.g., domestic statutes, international treaties, multilingual laws) and judicial texts which are created during created during court proceedings/litigation.

the legal process by judicial officers and legal authorities), legal scholarly texts (authored by academic lawyers or legal scholars in scholarly works and commentaries, subject to varying legal status across jurisdictions), and private legal texts (ranging from documents crafted by lawyers, like contracts and wills, to those produced by non-lawyers, such as private agreements and witness statements used in legal situations) (*Ibid*).

These legal texts serve diverse communicative aims. Some are prescriptive, establishing legal facts or creating rights and obligations, as seen notably in bilingual or multilingual statutes. Others serve informative purposes, found in legal scholarly works, advice, lawyer-client correspondence, and court-related documents. This dichotomy between prescriptive and descriptive texts necessitates a translator to discern the legal status and communicative intentions of both the original and target texts, as these elements can influence translation outcomes. It is crucial to note that the legal status and communicative goals of Source Language (SL) texts do not automatically transfer to Target Language (TL) texts; they may differ. In the field of legal translation, Sarcevic (2000) highlights the text, rather than the word, as the fundamental unit, asserting that “the basic unit of legal translation is the text, not the word” (p. 5).

Furthermore, in his analysis of modern statutes, Cao (2010) asserts that contemporary legislative texts exhibit a standardized structure, characterized by a generic framework encompassing several common elements (1). According to Cao, these statutory instruments typically include the following key components in Table 1.

**Table 1:** The General Elements of Legal Documents

English Form	Arabic meaning
Title	العنوان
Date	التاريخ
Preamble	الديباجة أو مقدمة الوثيقة القانونية
The enacting word	الكلمات التنفيذية   الكلمات التشريعية
Substantive body: the parts, articles and sections	التركيب المنطقية للنص القانوني / الأجزاء الرئيسية / المواد والأقسام
Schedules and forms	العبارات والجداول الإضافية الملزمة للنص القانوني

According to Hatim (1997: 14), a legal document, such as a Resolution or a Treaty, can be seen as comprising four primary sections as illustrated in Table 2 (15).

**Table 2:** The Organisation of Legal Document

Legal document	الوثيقة القانونية
An Introductory Preamble	الديباجة أو المقدمة التمهيدية
Initial Article	المادة الأولى أو البند الأول
A Series of articles	سلسلة من المواد/البندود
Concluding article	المادة الختامية

These common words given in the tables 1 and 2 above illustrate a notable linguistic characteristic used in legislative texts is their illocutionary force. Typically functioning as speech acts, legislative texts, particularly those that establish rules, carry inherent illocutionary forces (Cao,2010). Also, this practical characteristic is a vital and prominent linguistic element in legal language encompassing both domestic or municipal legal instruments and multilateral legal agreements. In the subsequent sections, the article proceeds to tackle various issues related to legal translation, aiming to provide the reader with an accurate understanding. This is followed by an exploration of the general features and characteristics of legal language.

### Legal Translation

Legal translation, as delineated by Cao (2010), is a specialized subset within technical translation, necessitating the utilization of specialized language categorized as Language for Specific Purposes (LSP) in the domain of law, or Language for Legal Purposes (LLP). This process involves the conversion of legal documents related to civil and criminal justice systems, such as contracts, licenses, trademarks, copyrights, litigation agreements, and regulations, among others. The essence of legal translation lies in transferring content from one language (SL) to another language (TL) while bridging the gaps between differing legal frameworks. It encompasses the translation of legal expressions from the source language, which hold significance solely within its legal system, into an intelligible form within the target language's legal structure. According to Šarčević (2000a), variations among legal systems pose a challenge in legal translation and the translator needs to understand it before translating any legal text (14).

For example, if a marriage agreement is translated from Arabic to English without a comprehensive understanding of the legal frameworks in both countries and familiarity with terms specific to the Arabic legal system, such as “*صداق/مهر/مؤخر*” (*Mahar, Sidaq, Muakkar*, etc.), the intended legal implications may not be accurately conveyed. This could result in a loss of meaning in the translation due to the absence of functional equivalence in the target language. (Baker, 1992; Coulthard and Johnson, 2010) (23,24). The lack of a precise legal concept and the correct structuring of the legal meaning

across legal systems are two main challenges encountered in comparative legal translation, as emphasized by Cao (2007). This task is not easy because it requires an effective transfer of legal terms from the source language (SL) to the target language (TL).

### General Features of the Legal Language

As stated earlier, legal language is distinct from everyday language (referred to as plain language) due to variations in both sentence structure and the type of vocabulary used. Consequently, legal discourse incorporates numerous unique lexical (word-related) and syntactic (sentence structure-related) characteristics. These encompass the use of outdated words and phrases with intricate meanings that markedly diverge from standard English. The forthcoming sub-sections will elucidate some of the most prominent syntactic and lexical features found in legal language.

### Repetitive Use of words

Experts in legal language emphasize that when translating any legal text, it is advisable to refrain from repeating words such as using and repeating personal pronouns like ‘he’, ‘she’, or ‘they’. Readers of the translated legal document should not be confused; hence, this measure is implemented. Alternatively, you can achieve objectivity by deliberately using particular terms like ‘the’, “said,” or ‘the aforementioned/mentioned,’ or by restating the same noun as in the original wording. Consider a glance at the following instances to discover what I am attempting to indicate:

- **Original:** “He is entitled to the property”.
- هو مخول بالملكية
- **Revised:** “This individual is entitled to the property”.
- هذا الشخص مخول بالملكية
- **Original:** “They must abide by the terms”.
- يجب عليهم الالتزام بالشروط
- **Revised:** “The parties involved must abide by the terms”.
- يجب على الأطراف المعنية الالتزام بالشروط

The purpose of incorporating articles in legal writing differs; they may be skipped when stating conceptual ideas, or their absence can be needed, unusually when linking two adjectival phrases inside a single sentence. This writing style ensures that legal material is accurate and helps to avoid the drafter's misleading sense. Contrary to ordinary language use, redundancy—deliberately repeating specified words—holds substantial significance in legal language. This repetition of some words and information may be important, due to the complicated nature faced by legal language drafters in drafting specific articles or paragraphs.

Therefore, facing sentences in legal English where a word is repeated for emphasis or clarity is a common matter. The rules that must be followed in any legal

contract can be written down in certain papers that are legally binding. In the same way, using words like “*legally binding*” and “*enforceable*” over and over again makes the terms of the contract more important and legal. The following examples make this technique easy to understand.

e.g.

‘The Lessee shall pay to the **Lessor** at the office of the **Lessor**’.

‘يجب على المستأجر أن يدفع إلى **المؤجر** في مكتب **المؤجر**’

The instance above demonstrates the ability to avoid individual pronouns such as ‘his’ or ‘her’ in legal documentation by repeating ‘*lessor*’. Legal translation norms dictate that ‘lessor’ in Arabic is translated as **المؤجر** in both cases. This technique avoids overlooking rights and duties since accurate and precise legal translation protects persons’ rights and integrity (Zidan, 2015). In legal documents, pronouns can be misinterpreted and misrepresented, endangering rights. Thus, repeating pronouns that may confuse their meaning is discouraged.

Haigh (2004) argues against the use of ‘he/she’ in written materials when referring to individuals of unspecified gender (25). Instead, in such instances, it is advisable to utilize gender-neutral pronouns such as ‘*anyone*’, ‘*everyone*’, ‘*no one*’, or similar alternatives. The given instance demonstrates a situation in a legal document where the use of the possessive pronoun ‘his’ introduces uncertainty regarding its intended reference, creating ambiguity as to whether it pertains to the tenant or the lessor.

e.g.

“The Lessee shall pay to the **Lessor** at **his** office”.

“يجب على المستأجر أن يدفع إلى **المؤجر** في مكتبه”

### The Use of Modals in Legal Texts

Modality is viewed as one of the syntactic features of legal English where legal English enjoys a well-known set of modal verbs. Goodrich (1987) asserts that modality is regarded as a crucial aspect of the legal text because it expresses the states of obligations, possibilities, and permissions included in all drafted legal contracts (Palmer, 2001)( 26,27). One of the features of legal language using *modals* such as ‘*Shall*’, ‘*Shall not*’, ‘*May*’ and ‘*May not*’ which are different from their use in the familiar language where ‘shall’ means **يجب**, ‘may’ means **يجوز/يسمح**. The semantic meaning of these words within the legal texts can be illustrated in the following examples:

e.g.

“All payments **shall be made** by the end of the month.”

**يجب أن تُدفع** جميع الإيجارات نهاية الشهر

The consensus among legal translation specialists typically prefers translating ‘*shall*’ into the present tense rather than expressing it as an obligation (**يجب**). Sarcervic (1997) observed that translation students often interpret it as indicating future tense to express the present, attributing this practice to a longstanding tradition in the English translation of Roman law texts (p.3) (16). This inclination can be illustrated by presenting examples where ‘*shall*’ is rendered in the present tense instead of conveying an obligation.

e.g.

“Employee **shall adhere** to official working times” could be translated as corrected translation” يتقيد العامل

**يجب على** العامل التقيد بمواعيد 'Instead of بمواعيد العمل الرسمية

Given the above, shall in this situation does not mean the ordinary auxiliary verb which indicates the future tense as explained above.

### May and May not

In legal translation, ‘*may*’ is often used to denote the possibility that someone might perform an action in a specific manner, or that something could be done in a particular way. For example,

“The Second Party **may** assign this Agreement to the third party without a prior written consent of the First Party”.

**يجوز/يسمح** للطرف الثاني التنازل عن هذه الاتفاقية لصالح الطرف الثالث دون موافقة كتابية من الطرف الأول.

“May not” is used to indicate the possibility that someone will not or is not permitted to do something in a certain way or that something might not occur. For instance,

“The Second Party **may not** assign this Agreement to the third party without a prior written consent of the First Party”.

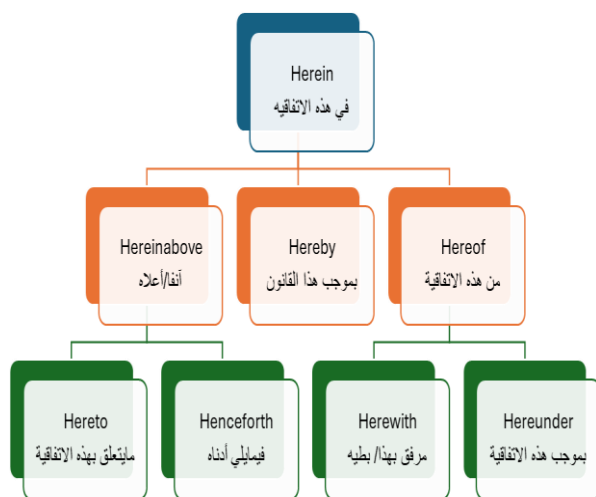
**لايسمح/لايجوز** للطرف الثاني التنازل عن هذه الاتفاقية لصالح الطرف الثالث دون موافقة كتابية من الطرف الأول.

In this regard, Cao (2010) views that these words carry global importance as the core function of law is to govern human conduct and interactions by delineating duties, authorizations, and restrictions in society. Also, according to her, some legal principles find expression in language, employing terms like ‘*may*’ to grant rights or powers, ‘*shall*’ to mandate a particular action, and ‘shall not’ or ‘may not’ to enforce abstention from specific activities.

English legal terminology embodies its *Anglo-Saxon* heritage, showcasing distinctive characteristics deeply rooted in native vocabulary. Crystal and Davy (1969:207) aptly illustrate the vast lexical breadth of legal language, covering nearly every subject addressed through legislation. Despite the gradual disappearance of Old English expressions from modern Standard English, they persist within legal documents, maintaining a

resilient presence (Li, 2006) (28). Tiersma (1999) underscores the enduring influence of Latin in the English legal language, termed '*Law Latin*', alongside a plethora of legal terms of French origin (29). The legacy of French law is palpable in the contemporary English legal language, evident in lexical adaptations such as appending 'e' to '*squire*' to yield '*esquire*'. Consequently, legal practitioners, drafters and translators must accurately deal with three languages – *French, English, and Latin* – to facilitate judicial procedures seamlessly.

Cao (2010) contends that translators specializing in legal contexts often face scrutiny for employing antiquated language styles. Within English legal documents, phrases like 'aforementioned', '*hereinafter*', '*hereinabove*', and '*hereunder*' abound, exacerbating lexical opacity (Varó, 2008). Some archaic terms emerge from the fusion of prepositions and adverbial particles, as elucidated in morphosyntactic analyses. Crystal and Davy (1969, p. 207) further elucidate that many of these archaic terms, rooted in Old English, materialize as adverbials coupled with attached prepositions. The following figure 1 presents some examples of such archaic words, alongside their Arabic counterparts, commonly found in legal documents within the sphere of law (17).



**Figure 1:** Some Archaic Legal Terms with their Arabic meanings

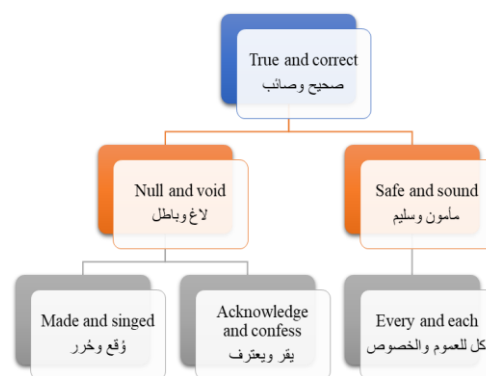
The diagram illustrates numerous archaic legal terms present in legal documents, accompanied by their Arabic translations. Words such as "hereof," "hereto," and "whereof," along with their derivatives like "-at," "-in," "-after," "-before," "-with," "-by," "-above," "-on," "-upon," etc., are infrequently used in everyday English. In legal English, they serve primarily to avoid repetitive mentions of items within the document. Varó (2008) delves into several factors contributing to the lexical complexity of legal English, including the extensive use of Latin phrases, archaic language forms, redundancies such as 'doublets' and 'triplets' and the prevalence of performative verbs such as *undertake, agree, confirm* etc. Throughout the article, these issues are thoroughly examined and referenced by Varó (2008), who underscores the necessity for a proficient legal translator to possess a comprehensive understanding of these complexities. Concerning the management of legal

documents, Varó (2008) provides practical guidance, offering the following suggestions:

- Familiarity with diverse legal systems.
- Acquaintance with the gradual development of legal vocabulary and syntax.
- Understanding the hierarchical nature of legal genres in a top-down approach.

### Redundancy (Doublets and Triplets)

In legal English, there is an odd historical tendency to combine two or three terms to express what typically can be expressed in a single legal notion. Doublets and Triplets are also called 'binomial expressions' (Danet, 1985). Alcaraz, & Hughes (2014) commented on this issue indicating that "the well-known fastidiousness of lawyers frequently takes the form of reduplication, in which, two and sometimes three near-synonyms are combined" (p.9). Examples of using doublets in the legal documents can be seen in the following figure 2:



**Figure 2:** A List of Some Doubled Words Used in Legal Discourse

The examples presented in the figure above emphasize the prevalent use of doublets in legal documents. These terms can efficiently achieve the translation goal by employing a single word in the legal sentences, such as "*correct*" (صحيح) or "*void*" (لاغ) although that their translation in Arabic can be enough with one word to clarify the meaning instead of using the two words as in the following sentences.

- This contract ***made and signed*** on the 5<sup>th</sup> of May. حُرر هذا العقد بتاريخ الخامس من مايو او وقع
- This contract is deemed ***void and null*** in the following cases. يُعتبر هذا العقد لاغيا في الحالات التالية أو

يُعتبر هذا العقد باطلاً في الحالات التالية

In this matter, there are several arguments. According to Ken Adams (2009), an expert in legal contract drafting, the use of '*doublets*' and '*triplets*' is primarily considered to serve a rhetorical function (18). In contrast, Mellinkoff refers to doubles as 'coupled synonyms' and 'synonym strings', viewing them as words without any specific function (Mellinkoff, 1963, p. 346), deeming the repetition of these words as doubles worthless and unnecessary. He adds that each word in these doubles may have many 'shades of meaning', some entirely

individualistic, but the law or lawyers may not consider semantic aspects (18). They insist on using these expressions as part of the legal language tradition without acknowledging that one word can perform the same task. Additionally, in this regard, Mellinkoff (1963) suggests that some complicated words used in legal discourse be replaced by more common ones to ensure understanding them by all sections of society. He cited the following examples as illustrations in this regard (19).

'Writ' – 'claim form' أمر قضائي

'Plaintiff' – 'claimant' المدعي

'Pleading' – 'statement of case' بيان الدعوى صحيفة الدعوى

'Subpoena' – 'witness summons' استدعاء الشهود

'In camera hearing' – 'in private hearing' في جلسة استماع خاصة

(Mellinkoff, 1963, p.34)

Similarly, Veretena (2012) agrees with Mellinkoff's demand, confirming that most legal texts at present render normal people unable to understand the content of legal documents such as contracts, testaments, and sentences (20). Accordingly, there is a campaign under the slogan of the "Plain English Campaign" advocating for legal texts to be made understandable for all. On the other hand, Buşilă (2018) observes that the adoption of the two-words-for-one pattern occurred in the twentieth century and became a 'trademark' of legal language for the sake of precision, despite acknowledging that this precision is an illusion (30). Additionally, these doubles and triples are formed using a mixture of other languages such as Latin and French, as stated before. To illustrate the prosodic features of legal discourse that arise from the overlap and interference of different languages such as *French* and *Latin*, examples are provided in Table 3.

**Table 3:** Examples of Overlapped Words from Different Languages

### Passivation and Nominalisation in Legal Translation

The study in this section focuses exclusively on passivation and nominalization, as they are among the most prominent syntactic features of legal discourse. The widespread use of the passive voice, known as passivation, is common in Arabic legal texts, despite Modern Standard Arabic not typically favoring the passive voice (Dickins et al., 2016). They argue that the structural differences between Arabic and English are evident; Arabic predominantly employs an active voice, whereas English often employs a passive voice (31).

#### Passivation (using passive voice)

Passivation, or the use of passive voice, is a valuable linguistic tool in legal translation, particularly in languages like Arabic with distinct characteristics. These unique features underscore the importance of translators possessing native fluency, linguistic expertise, legal knowledge, and meticulous attention to detail when translating legal documents into Arabic, ensuring accuracy and reliability (Alcaraz & Hughes, 2014; Cao,

2007; El-Farahaty, 2016). Passivation serves distinct communication objectives, including the concealment of the agent involved in an action as needed. Consider the following examples:

e.g.

- "The contract was signed by the parties".
- تم توقيع العقد من قبل "أو وقع العقد من قبل الأطراف المعنية". الأطراف.

The inactive form ("تم توقيع") in Arabic refers to contract signing without revealing the interested parties (Alcaraz & Hughes, 2014). This method emphasizes the signing procedure rather than the signers, which can help maintain impartiality in legal document preparation and translation (21).

e.g.

- "The decision was made by the judge."
- "تم اتخاذ القرار من قبل القاضي" أو "أُتخذ القرار من قبل القاضي"

By using the passive language in Arabic ("تم اتخاذ" or "أُتخذ"), the emphasis is shifted to the decision-making process instead of directly identifying the judge as the agent, which ensures objectivity in the discussion of law (Cao, 2007).

e.g.

- "The property will be transferred to the buyer upon payment." Arabic Translation: "سيتم نقل الملكية إلى المشتري عند الدفع"

Legal Expression	Overlapped Languages
Breaking and entering	English/French
Fit and proper	English/French
Will and testament	English/Latin

Here, passivation emphasizes property transfer without drawing attention to any one party, bringing the legal documents into a more formal and unbiased light (El-Farahaty, 2016). Furthermore, by considering actions and procedures rather than individual agents, passivation helps keep legal translation clear and precise. To ensure the integrity and reliability of legal papers, passivation is essential since it conceals the actor, allowing for a more objective representation of legal principles and procedures (Alcaraz & Hughes, 2014; Cao, 2007; El-Farahaty, 2016).

In conclusion, the aforementioned examples illustrate the efficacy of passivation in achieving particular communicative objectives in the realm of legal translation. This highlights the significance of taking into account language, cultural, and aesthetic factors throughout the translation procedure.



### Nominalisations (transforming into nouns)

Academic discussions widely acknowledge nominalization, the second noticeable component in legal translation, as a lexical and syntactic tool. Legal documents written in English, hold significant importance. Legal English in writing predominantly employs nominal structures, meaning that numerous aspects of a given legal text function within nominal group arrangements. For example,

- “In the event.....”
- “The lessee shall pay.....”
- “Every party shall sign.....”
- “The agreement may.....”

In contrast, legal Arabic is predominantly verbal, signifying that the majority of legal texts in Arabic operate within verbal group structures. Look at the following example:

- يلتزم الطرفان ببند العقد.....
- يجوز للمؤجر فسخ العقد في حالة.....
- اتفق الطرفان على مهر قدره.....

This serves as a typical distinction between Arabic legal translation and English legal translation, although there might be variations in the linguistic and grammatical structure of sentences between the two languages. From a lexical standpoint, it involves transforming verbs or adjectives into nouns (Givón, 1993), resulting in the frequent use of noun forms derived from verbs rather than the verbs themselves in legal texts. For example:

- يلتزم.....التزام
- يتعهد.....تعهد
- يتفق/متفق عليه.....اتفاق

In English, verbs such as “to measure”, “to agree”, and “to shoot” etc. can seamlessly transition into nouns through the addition of suffixes, giving rise to forms like “measurement”, “agreement”, and “shooting”. This process introduces additional layers of complexity to understanding the original clause, posing challenges in interpreting its intended meaning. Nominalization, observed not only through the addition of suffixes but also through transformations from adjectives to nouns, such as 'confident' becoming 'confidence', plays a vital role in legal discourse.

Indeed, nominalization serves as a cornerstone of legal communication, enhancing coherence, condensing information, and imposing clear obligations, as discussed by Mattiello (2008). While nominalization is more common in Arabic legal texts compared to other document types, certain languages, like Arabic, prefer nominal forms over verbs as a stylistic choice. This choice of language demonstrates how important language structure is for legal communication and how tangled the connections are between syntax and effective dialogue (22).

e.g.

“The Treaty has not provided the specific powers to establish a legal instrument”.

توقيع هذه المعاهدة لم يوفر الصلاحيات المطلوبة لإنشاء صك قانوني

“The Contractor shall implement and maintain appropriate technical and organizational measures so as to prevent the destruction, damage, loss or alteration of the data”.

يجب على المقاول تنفيذ والحفاظ على التدابير الفنية والتنظيمية المناسبة لمنع إتلاف البيانات أو إتلافها أو فقدانها أو تغييرها

Crystal and Davy (1969: 205) outline the following noteworthy characteristics of the utilization of nominals in legal English:

- Nominal groups tend to be post-modified, as observed in terms like “any instalment then remaining unpaid of the rent”. (italics on postmodifiers).
- Premodification without determiners is limited.
- Nominalization like "proposal," "declaration," and "termination" may stand for vague ideas or not connect with actual objects.

Nominalization, a key component of language, is a powerful tool in legal arguments, as noted by investigators, notably Susan Šarčević (1997) and Fernando Prieto Ramos (2016) (32). According to Gotaas (2008; 1971), verbs and adjectives become nouns, embodying legal principles clearly (33). Legal translation uses nominalization to bridge linguistic differences and

promote cross-cultural legal comprehension (Davidson, 2017; Biel, 2017) (34,35). It clarifies complicated legal topics and ensures written coherence. Crystal and Davy (1969) noted that legal English nominalization favours post-modification in nominal groups, and many nominal forms are abstract. Legal translation has been transformed by nominalization, a light of clarity and cohesiveness in the variegated language landscape of human communication. Finally, Alwazna (2022) views that nominalization is a key feature in Islamic legal texts, where passive clauses omit agents to emphasize actions and authority over individuals. (36).

### Conclusion

This study examined the challenges of translating Arabic legal documents to English, highlighting their complexity and demands. The current investigation proves that translating legal texts is far more difficult compared to the translation of other texts. As legal language is a complex section of the English language where it has uncommon vocabulary and specific meanings and unique references. Examples throughout the research chosen to show legal documents' precise linguistic, cultural and syntactic patterns. Translation goals might range from conveying legal meaning for informational purposes to accurately transferring legal implications to the target language. Corporate, commercial, and legal dealings worldwide widely use legal Arabic and legal English in the form of agreements documented as



concluded contracts. Different syntactic features regulate sentence constructions in both languages, with legal Arabic and English sharing some traits.

Arabic and English grammar, vocabulary, and legal systems differ greatly; therefore, legal translators must be aware of all syntactic and linguistic differences between the two languages. Accordingly, Accurate and nuanced translations of legal concepts require a huge expertise. Due to legal vocabulary, sentence structures, and linguistic and cultural differences, translating legal documents is extremely difficult. To achieve clarity and accuracy, legal document translation involves appropriate translation methodologies good communication strategies, and an understanding of the legal systems of two source and target languages. Legal terminology and the distinctive macrostructure of legal genres in both languages contribute to complicating translation, where the legal translator needs intensive training and wide practice to be able to overcome the legal syntactic and lexical challenges when translating legal documents.

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## References

- Cao, D. (2010). Legal translation. *Handbook of translation studies*, 1, 191-195.
- Maley, Y. (1994) The language of the law. In J. Gibbons (ed.), *Language and the law* (pp. 3–50). Harlow: Longman.
- Hu, P.-C., & Cheng, L. (2016). A study of legal translation from the perspective of error analysis. *International Journal of Legal Discourse*, 1(1), 145–168.
- Newmark, P. (1981). *Approaches to translation*. Oxford: Pergamon Press.
- Alrishan, A. (2018). Difficulties EFL translation students face in translating legal texts into Arabic. *Journal of Arts Research*, 7(19), 1-25.
- Zidan, A. (2015). A linguistic analysis of some problems of Arabic-English translation of legal texts, with special reference to contracts. Newcastle upon Tyne: Cambridge Scholars Publishing.
- Abu-Ghazala, Q. (1996). Major Problems in Legal Translation. MA Thesis. Yarmouk University, Irbid, Jordan.
- El-Farahaty, H. (2016). Translating Lexical Legal Terms between English and Arabic. *International Journal for the Semiotics of Law*, 29 (2), 473-493.
- Sarcevic, S.(2000). *New Approach to Legal Translation*. The Hague: Kluwer Law International.
- Binsultan, N. (2018). A Combined Sociological-cda Analysis of Translation in the Legal Field with Reference to Saudi Family-Law Provisions in Canonical Hadīth Collections (doctoral dissertation. Durham University.
- El-Farahaty, H. (2015). *Arabic-English-Arabic Legal Translation*. Routledge.
- Varó, E. A. (2008). Legal translation. *Dimensions of Forensic Linguistics*, 5, (95),96-111.
- Cao, D. (2007). *Translating law* (Vol. 33). Multilingual Matters.
- Gémar, J.-C. (1997): “Traduire le langage du droit en contexte bilingue et bijuridique. Le Canada: un cas d’espèce?”, in Schena, pp. 74-87.
- Hatim, B. (1997). *English-Arabic and Arabic-English Translation*. London: Saqi Books.
- Sarcevic, S. (1997): *New approach to Legal Translation*, The Hague, Kluwer Law
- Crystal, D., & Davy, D. (1969). *Investigating English style*. London: Longman.
- Adams, K. A. (2009). *A manual of style for contract drafting* (2nd ed.). Chicago, IL: American Bar Association.
- Mellinkoff D. (1963). *The Language of the Law*. - Boston: Little Brown and Company.
- Veretina, I. (2012). Characteristics and features of legal English vocabulary. *Studia Universitatis Moldaviae (Seriă Științe Umanistice)*, 54(4), 103-107.
- Alcaraz, E., & Hughes, B. (2014). *Legal translation explained*. Routledge.
- Mattiello, E. (2008). Nominalization in English and Italian normative legal texts. *ESP across Cultures*, 7, 129-146.
- Baker, M. (1992). *In other words: A coursebook on translation*. Routledge.
- Coulthard, M., & Johnson, A. (2010). *An introduction to forensic linguistics: Language in evidence* (2nd ed.). Routledge.
- Haigh, R. (2004). *Legal English*. Routledge-Cavendish.
- Goodrich, P. (1987). *Legal discourse: Studies in linguistics, rhetoric and legal analysis*. Macmillan.
- Palmer, V. V. (2001). *Mixed jurisdictions worldwide: The third legal family*. Cambridge University Press.
- Li, L. (2006). *First discussion about the lexical teaching of business English*. Beijing: China
- Tiersma, P. M. (1999). *Legal language*. University of Chicago Press.
- Bușilă, A. (2018). Semantic aspects of English legal doublets used in notary documents. *Anadiss*, 13(25), 151-161.
- Dickins, J., Herve, S., & Higgins, I. (2016). *Thinking Arabic translation: A course in translation method: Arabic to English*. Routledge.

32. Prieto Ramos, F. (2016). Legal translation and the dictionary: A socio-cognitive approach. London: Routledge.
33. Gotaas, H. B. (1971). Language and the Law: Proceedings of the Conference on Language and the Law. Georgetown University Press.
34. Davidson, M. C. (2017). Translation and the Law. Multilingual Matters.
35. Biel, Ł. (2017). Legal Translation in Context: Professional Issues and Prospects. Routledge.
36. Alwazna, R. Y. (2022). The Syntactic Features of Islamic Legal Texts and Their Syntactic Implications for Translation. *International Journal for the Semiotics of Law-Revue internationale de Sémiotique juridique*, 35(5), 1689-1710.