TRANSLATION OF ENGLISH INDIAN ISLAMIC MARRIAGE CONTRACTS INTO ARABIC

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ABSTRACT

The translation of Islamic marriage contracts from English into Arabic is an actual issue for an ordinary translator and even for a legal translator. Almost all translators in such a field of translation face the difficulty of grasping the straight and accurate equivalence in Arabic for specific linguistic terms. This problematic issue lies in the differences between the English legal system and the Arabic legal system. Another essential problem that legal translators usually face is the translating of items that are related directly to Islamic shariah and Islamic culture. The present research evaluates and inquiries about three translations for a sample of an English International Islamic marriage contract that is officially utilized by Muslims of India and translated by three MA Students who have

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master's degrees in translation. It is noteworthy to note that the assessment of these sample translations is defended on Peter Newmark's (1981) approach of Semantic and Communicative translation which is widely used in translating texts of languages from two different families such as English and Arabic. In closing, following the communicative procedure is the most equivalent option according to the context on one hand. On the other hand, the Semantic procedure is only acceptable when there is already a direct rendition for the items of ST into TT, So, Communicative is usually used in case of absence of equivalence. Or semantic procedure leads to translation non-identical from that of the source languages

Keywords: Indian; Islamic; Legal Translation; Marriage Contract.

ترجمة عقود الزواج الإسلامية الهندية الإنجليزية إلى اللغة العربية

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الـمستخلص

تُشكل ترجمة عقود الزواج الإسلامية باللغة الإنجليزية إلى اللغة العربية مشكلة حقيقية للمترجمين نتيجة انتماء اللغة الإنجليزية واللغة العربية إلى عائلتين مختلفتين في علم اللغة، بناءًا على ذلك؛ تمتلك كل لغة نظام قانوني وثقافي مختلف تمامًا. بالإضافة إلى العديد من الاختلافات في جميع المجالات اللغوية، كالمجال النحوي والأسلوبي والمفرداتي. وقد أُستُنتج أن الترجمة القانونية تتضمن العديد من المشكلات التي تتطلب رؤية واسعة وعميقة والتمرين المُكَثف لحلها. على أي حال فإن الترجمة الغير مبررة ناتجة عن معرفة المترجمين الضعيفة فيما يخص المجالات اللغوية والقانونية والثقافية. وفي الختام، فإن على المترجم التعامل مع كل مفردة في النصوص القانونية بأقصى درجة من الفهم لكي لا يُترجم أي مفهوم بشكل غير دقيق وبالنتيجة ممكن أن يحدث خطأ في تطبيق القانون.

الكلمات الدالة: هندي؛ إسلامية؛ الترجمة القانونية؛ عقد زواج.

1. INTRODUCTION

The current study focuses on translation of English Indian Islamic marriage contracts into Arabic. The translation of the selected texts raises an actual difficulty for legal translators in which most of them face a problem in identifying a direct and most relevant translation for legal terms in Arabic that are basically used in the formation of the English International Islamic marriage contracts. Further complicating matters are the discrepancies between the Arabic and English legal systems, which emphasize yet another type of challenge in translating legal document texts from English to Arabic and vice versa. Frequently fall short of providing the best appropriate translation based on the context that conveys the same intention in the target language.

what are the most problematic intuitions in translation of English Indian Islamic marriage contracts into Arabic.?

What are the reasons behind the techniques followed by the translators in dealing with such problems?

The present study aims at identifying the main issues which are usually faced by the legal translators in translation of English Indian Islamic marriage contracts into Arabic and Islamic matrimony registration forms and examining the procedures adopted by translators concerning the translation of official documents.

2. LITERATURE REVIEW

Legal Translation for the most part, modern translation theorists no longer regard translation as a mechanical process of transcoding one language to another. Nor Is a text regarded as a string of words and structure to be converted into a string of equivalents (Snell-Hornby 1988,75).

J.B. White (1982) has defined legal translation as the art of facing the impossible to confront unbridgeable discontinuities between texts, between languages, and between people.

He stops short of denying the possibility of translation. Focusing on the link between law, language, and culture, he explains that legal translation is a necessarily imperfect process (2006,61). Legal language, legal translation, and legal text are the most complex and demanding of all areas of specialized translating (Cao,2007,85).

Sarcevic (1997) divided legal translation following the function of the legal text in the source language into several categories:

a) Primarily perspective e.g., law regulations, contracts, official documents, and conventions.

b) Primarily descriptive and also perspective, for instance, judicial decisions and legal Instruments that are used to carry on judicial and administrative proceedings such as actions pleadings, and appeals

C) Purely descriptive, for example, textbooks, articles, and legal opinions.

According to Sarcevic (1997), legal translation is communication with special goals between lawyers and non-lawyers.

Newmark (1988,151) classifies specialized translation into two types, Technical and Institutional. The first one refers to the translation of sciences whilst, the second type indicates commerce finance politics, government, etc. The main difference between these two types is that technical translation is not culture-bound, whereas the institutional one is culture-bound. Lucj a Biel (2008, 22) explained legal translation as a special type (LSP) translation involving cross-linguistic communication in the legal context. In contrast to the other kinds of language of specific purpose (LSP) legal translation tends to include more culture-specific terms.

Al-Jubori (2022:2) explains that the different types of translation depend on the purpose of the translation and the field in which it will be used. Each type has its own characteristics, strategies, and the mechanism by which the process of transferring meaning from the first language to the second language takes place. Thus, the translator ,who performs it ,should be familiar with most the all terms related to the field he is translating.

2.1 Source of Difficulties in Translating Legal Documents

Many Problematic issues are related to different domains that legal translators usually face in translating legal text. Legal language is a technical language, and it is not a universal technical one, but it is a type of language that is tied to a national legal system (Weiss Flag, 1987, 203). Laws and legal languages are different from the language used in pure science, such as mathematics and physics in which they reflect the history, evolution, and culture of a specific legal system. Legal translation involves the translation of one legal system into another. The law system differs from pure science; law remains a national phenomenon that constitutes an independent legal system with its terminological apparatus, underlying conceptual structure, rules of classification source of law, methodological approaches, and socioeconomic principles (Sarcevic,1997,13). It is worth mentioning that there are seven legal systems in the World: Roman-Germanic Law (Continental Civil Law), The Common Law, Social Law, Indian Law, Islamic Law, African Law, and Far East Law (David and Brierley, 1985,20-31).

According to Sarcevic (1997, 13), the differences in historical and cultural development lead to difficulties in translating the amendable elements of the source legal system into the target legal system. For example, the English legal language formulates an integral part of the English common law and that of cultural background.

Arabic also includes an aspect of Islamic Sharia law and civil law. For example, the expression "In the Name of Allah the Most Gracious and the Most Merciful" equals to, (بسم الله الرحمن الرحيم Bismillah Ar-Rahman Ar-Raheem) which is specifically related to the Islamic legal system, such phrases have meaning only under being embedded in socio-culturally determining frames that are more or less culture-specific (Schaffner,1997,137).

Hamdan and Hussein (2024:10) mention that to assess the translation, One must reach a comprehensible message in the second language and convey the meaning successfully to the TL listeners and readers. Translation quality assessment has gained a tremendous significance recently in the area of translation studies. It has been used as an approach for evaluating the translation works and gives the basis for assessing the outcome in the TL.

2.2 Cultural Difficulties

Another source of difficulty in legal translation lies in cultural differences. According to Halliday (1975,66), culture is" a semiotic system" and a system of

meanings or information that is encoded in the behavior potential of the members .Shell-Horny (1988:39) argued that the translator should not deal with the language as an isolated phenomenon suspended in a vacuum but as an essential part of the culture and that the text is embedded in a given situation is itself conditioned by its sociocultural background (Snell-Hamby,1988, 42 quoting Honig and Kussmaul,1982). In this respect, Merryman (1994,51) Stated that a legal culture refers to those attitudes which historically conditional about the nature of law, the proper structure, and the operation of a legal system that is at large in the Society.

Sarcevic (1985,127) mentioned that each country has its legal language representing the social reality of its specific legal order. So, according to that explanation, the differences in cultures lead to difficulty in finding out the most appropriate equivalence for ST terms in the TT, such as some expressions that are related to Arabic social relations in which Arabic differentiates between the word that refers to the brother of one's father (عَم, Amm) and that of the brother of one's mother (خال, Khal), whilst in the English kingship system the term "Uncle" indicates the following two items: (عَم, Amm) and (خال, Khal), the same matter for the term "Aunt".

2.3 Linguistic Difficulties

Linguistic difficulties in legal translation usually arise due to the differences in legal frameworks and in beliefs, values, and norms that form a community's attitude to law and justice, so these linguistic problems are considered as the results of those differences which formulate deep-rooted impact into the style of legal text-writing (Cao, 2007,29). In addition to cultural and legal systems, some of the technical and structural obstacles are going to be illustrated here.

2.3.1 The Absence of Equivalence

White (1982, 123), mentioned that the most problematic feature of legal language is that it is 'invisible' He claimed that the most serious difficulties in comprehensibility are not the vocabulary and sentence structure are employed in law, but the unstated conventions by which language operates. The absence of an equivalent is regarded as the most problematic issue in translating texts that are related to different families, for instance, Arabic and English . David and Brierley (1985, 16) stated that the absence of the most appropriate correspondence between concepts and categories of legal in various legal systems is one of the hardest obstacles encountered in the comparative legal analysis. The lack of a match in terms of two different legal systems is one reason for the difficulty in translating legal texts (Sarcevic,1992,235). For instance, the word (خُلع, Khula') refers to the right of a woman in Islam to divorce, and the item (عِدة, Iddah) indicates the case in which the woman in Islam does not marry any other man after her husband died, one of its basic goals is to remove any doubt as to the paternity of a child born after the divorce or death of the ex-husband.

2.3.2 Legal Homonymy

The concept of "Homonymy" indicates a linguistic case in which one form of a word refers to more than one related meaning (Yule,2019,116). Another definition of homonymy introduced by Mattila (2016,100), is that many ordinary items may have completed various meanings when used in a legal context. Homonymy is a confusing matter due to it may refer to distinct classifications of words in which they are spelled

alike with different pronunciations and different meanings. Tiersma, 1999, 111). The Table below includes some examples of such terms.

Table (1.1): Legal Homonymy

The word	Ordinary meaning	Legal meaning
Aggravate	Annoy	A reason to put someone to death
Consideration	Careful attention	Bargained for exchange
Action	Physical movement	Lawsuit
Brief	An adjective	A type of legal document
Party	A social gathering of invited guests	Someone who is part of lawsuit

2.3.3 Legal Synonymy

Synonymy refers to a case in which several terminologies express the same meaning. Synonymy is particularly frequent in legal texts .

Tiersma (1999,113) mentioned that legal synonyms are frequently utilized in legal English and lawyers have a strong tendency towards the use of synonymy. Edmonds & Hirst (2002,105) defined synonymy as " a word that can express many implications, connotations, and attitudes in addition to its referential meanings. Yule (1996,118), explained synonyms as two or more formations with very firmly connected meanings. He argued that there are no real synonyms i.e., each word has only one meaning. In Arabic, this relation is also used, according to Ar-Razi synonymy is a case in which various singular, words indicate one object with an identical conception (AS-Suyuti, n.d.194).

This kind of problem suggests that the difficulties in translating legitimate texts lie in determining the suitable rendition for certain source language lexical words in the target language because Lexical words in the target language because some items are not recognized obviously or have no meaning in multilingual dictionaries (IIYas, 1989,117-120).

The words 'Prison ', ' jail', 'goal', and 'lock up' are equal to(سِجن Sijn) in Arabic, in which they all reflect the meaning of the place for the confinement of persons accused Synonyms in English in which they all refer to the Place for the Confinement of persons accused of unlawful act. In Arabic, for example, the two verbs (لاغٍ, Laghin), (باطل, Batil) give two closely related meanings equal to "Null", and "Void", respectively.

2.3.4 Legal Polysemy

The legal term is characterized by polysemy in which a single legal culture may include a term that has several meanings depending on the context in which it is used (Tiersma,2012). Polysemy is frequently used in legal translation since the legal systems are in a constant state of change. This phenomenon may sometimes be extremely leading and create misunderstandings in cross-border communication . According to Tiersma & Solan (2012, 30), he/she must be aware of the fact that one legal term often contains more than one meaning or meaning that he/she already knows. Yule (1996,121) defined polysemy as one form (written or spoken) having different related meanings.

The table below shows some examples of polysomic expressions with their legal context.

Table (1.2): Legal Polysemy

The word	Polysomic meaning	Instances
Discharge	1- To carry out	She discharged her responsibilities towards her client اكملت جميع مسؤولياتها اتجاه موكلها
	2- Release	The judge discharged the prisoner اطلق القاضي سراح النزيل
	3- Impose	Britain discharged more fines on airlines فرضت بريطانيا المزيد من الغرامات على الخطوط الجوية
Execute	1- Put	The company executed hard conditions. وضعت الشركة شروط صعبة
	2- To kill someone as a legal punishment	He was executed for murder عدم بتهمة الاغتيال
	3- To sign a legal paper	The Imam executed the Islamic marriage contract وقع الامام عقد الزواج الاسلامي

3. METHOD OF STUDY

The Analysis of the translation of the English Indian Islamic Marriage Contract into Arabic depend on the present part includes the investigation of three translations submitted by three M.A. students for an Islamic marriage contract that is used by Muslims who live in India. The analysis is based on Peter's theory (1981) of Semantic and Communicative translation, in which he explored two types of procedures translating Semantic and Communicative that are widely used in translating legal texts especially, those of different families.

3.1. Semantic Translation

This type of translation was provided by Peter Newmark (1981) as a procedure in which its main function is to render as firmly as the semantic and syntactic structures of the target language. It is a type of translation that keeps within the root culture and serves the reader at most in its connotations in case they form the crucial human message of the text. Semantic translation contributes to being more clumsy, more detailed, and more concentrated and pursues the thought process rather than the intention of the adaptations transmitter and doesn't require culture, but the transition to semantic translation usually makes the unit of translation weak. Semantic translation strives to reform the accurate flavour and tone of the source text, it also attempts to maintain its author's colloquial and strange formation of expression. (Peter,1981, 38-27).

Semantic translation is more expected to be economical than communicative, it is formed at the linguistic level while its counterpart is formed at the readership level. These two methods will be followed in this thesis because they have been widely used in the translation of legal text.

3.2. Communicative Translation

Newmark (1981) introduced communicative translation as an attempt to produce on its readers an effect as close as possible to that obtained from the readers of the original. The Communicative translation manages itself merely to the second reader who makes acceptable transfers of foreign items into his own culture and language in need, at the same time the translator should take into consideration the form of the source language text as barely element basis for the translation project. The communicative translation should highlight the 'force' instead of the content of the message, In general, the communicative method Is probable to be smothered, simpler, clearer, more direct, more conventional, conforming to a particular register of language and tending to undertranslate. Peter (1981) assumed that the semantic translation is always inferior to its original and differs from the communicative one, since it may obtain in force and clarity what it loses in semantic content. In communicative translation, the translator tries to produce a better translation by reproducing the well-established formulation of notices or correspondence. According to Peter Newmark, the translator according to this procedure has the right to correct or enhance the logic; to replace the clumsy with elegance, to remove obscurities, to eliminate repetition and tautology; and to exclude the less likely interpretations of ambiguity; therefore, it is considered as a subjective technique. The translator should make the pun as well as explain it, he has to assess the extent of the reader's knowledge and interest in the relevant features of the SL or culture (Newmark, 1981, 39-46). According to Newmark, legal documents are a special type of translation fundamentally, due to the translator being more restricted than in other formations in which every single word has to be rendered. He mentioned that the legal documents that are translated only for information goals (Contracts, wills, foreign laws) have to be semantically translated. It is worth noting that the touchstone of a translation whether it is communicative or semantic: must be its measure of accuracy, its ability to reproduce a significant amount of the meaning of the source text. Admittedly, in communicative translation, specific embroidering, a stylistic synonymy, and an attentive modulation are often enacted by several translators (Peter Newmark, 1981, 47,66). The below V-diagram was presented by Newmark (1981,39) for translators to narrow the gap between SL and TL.
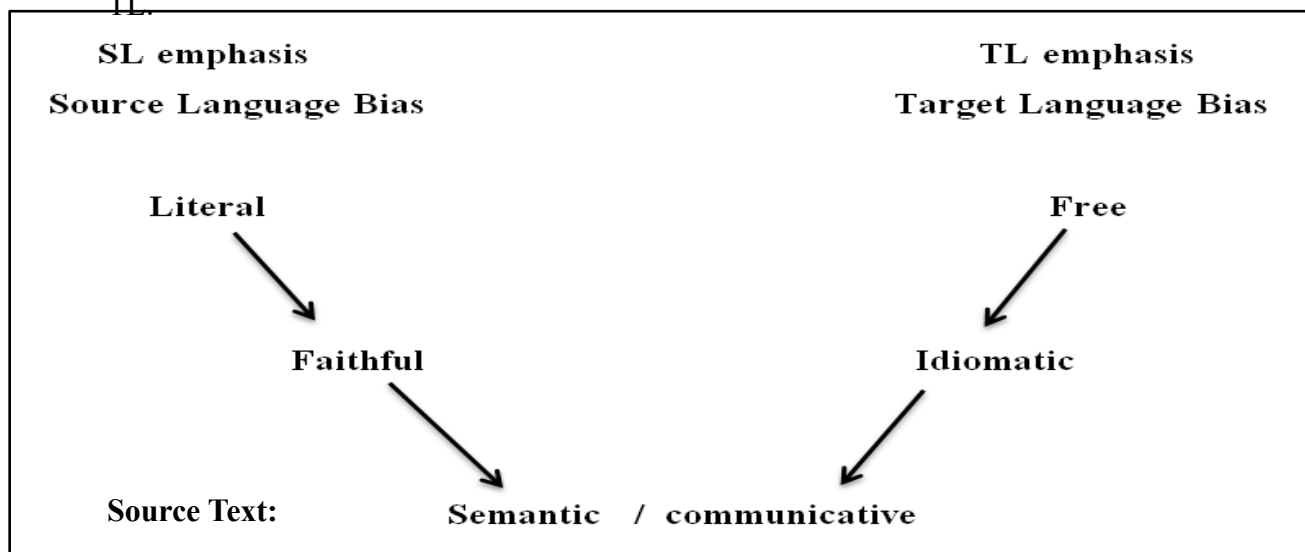
Figure (1.1): Shows Newmark's V-diagram

In the Name of Allah the Beneficent the Merciful
"And of His signs is that He created for you spouses from among yourselves that you may find comfort with them and He put love and mercy between you"

بسم الله الرحمن الرحيم
"وَمِنْ آيَاتِهِ أَنْ خَلَقَ لَكُمْ مِنْ أَنْفُسِكُمْ أَزْوَاجًا وَجَعَلَ بَيْنَكُمْ مَوَدَّةً وَرَحْمَةً"

Islamic Marriage Certificate/Contract

On this day of _____, 20__ corresponding to _____, 14__ I, _____, have officiated this marriage certificate of the following couple in accordance with the Islamic Shari'ah (law), in the city of _____, the state of _____.

Bride groom:
I, _____, solemnly propose to marry **Miss** _____, and take her as my wife in accordance with the Guidance of the Qur'an (the Book of God) the Sunnah (Tradition) of the Prophet Muhammad, pbuh. I have given her as paid part of the Mahr (Sadaq) the amount of _____, and I agree to pay the deferred part of the Mahr, the amount of _____ in the future.

Bride:
I, _____, accept your solemn proposal to take me as your wife in accordance with the Qur'an and the Sunnah of the Prophet Muhammad, pbuh. I accept a paid part of the Mahr the amount of _____ and a deferred part of the Mahr the amount of_____.

Bride's Wali (Optional):
I, _____, the Wali of the Bride being her _____ accept the solemn proposal of Mr._____ to marry my _____ in accordance with the Qur'an and the Sunnah of the Prophet Muhammad, pbuh. I accept a paid part of the Mahr the amount of _____ and a deferred part of the Mahr the amount of_____.

Declarations:
1) We make this declaration before the present witnesses, praying to Almighty Allah to be our Witness. Allah is the Best of all witnesses.
2) We also declare here that while our marriage is performed according to the Islamic Law, the attached Marriage Contract/Prenuptial Agreement dated _____, 20____ makes an inseparable and integral part of this our marriage contract.
3) We declare that we wish our children be raised as Muslims under any and all circumstances, events and incidences.

	NAME	**ADDRESS**	**SIGNATURE**
Groom:	_____	_____	_____
Bride:	_____	_____	_____
Wali:	_____	_____	_____
Witness:	_____	_____	_____
Witness:	_____	_____	_____

City of _____ State of _____ Date _____

Signature of Marriage Official: _____

_____

4.RESULTS OF THE STUDY

The following table includes several phrases and Lexical items that created a problem for the three translators with their analysis as well as the proposed

Table (1.3) Analysis of English Indian Islamic Marriage Contract into Arabic

ST	Translation	Semantic / Communicative	Appropriateness	Supposed translation
1.Marriage certificate/contract	1. عقد زواج. 2. عقد/شهادة زواج. 3.شهادة/عقد زواج.	Communicative Communicative Semantic	+ + -	عقد زواج
2. The following couple.	1. الزوجين لاحقي الذكر. 2. الزوجين التاليين. 3. الزوجين التاليين.	Communicative Semantic Semantic	+ - -	الزوجين التاليين
3. Tradition	1. احاديث. 2. أعراف. 3. تقليد.	Communicative Communicative Semantic	+ + -	احاديث
4. Mahr (sadaq)	1. مهر (صداق) 2. مهر (صداق) 3. مهر مقدم.	Semantic Semantic Semantic	- - -	مهر
5. Paid part	1. الجزء المقدم 2. جزء مدفوع. 3. قد قدمت جزءاً	Semantic Semantic Semantic	- - -	المقدم
6. Deferred part	1. المؤخر. 2. الجزء المؤخر. 3. مؤجل.	communicative Semantic Communicative	+ - +	المؤخر

5. DISCUSSION

1. The first point to be discussed here is the title of the document "Islamic Marriage Certificate/ Contract," which is translated variously depending on the translator's understanding of the expression into (شهادة زواج, Shahadat Zawaj) ,(عقد زواج, Euqid Zawaj)

For the translators to grasp the most equivalent meaning for the title, they should be aware of the accurate meaning of each concept in which each word of them has completely different content. The word (شهادة, Shahad) refers to a document that includes

approved affirmation, particularly as regards the truth of an; specifically a document certifying that an individual has achieved the required items to verify his lawfulness and capability of a job. Whereas the (عقد,Eaqed) indicates a specific type of agreement reached between two or more parties in which its terms are legally binding and obligatory in a courtroom. So, depending on that explanation for the concept (عقد, Eaqed) it is clear that it is the most appropriate translation for the specific context.

2.The English word "couple" has been translated differently by each translator into الزوجين, (الزوجين اللاحقي الذكر, Alzawjiayn Allaahiqiu Aldhir) (AlzawjianAltaaliaynالتاليين)

It's important here to explain the exact meaning of the first translation "لاحقي الذكر""

According to Islamic marriage rules a man who wants to get married isn't required to be an adult of more than (18) years; Islamic Sharia Law allows the marriage of minors, but with the permission of the girl's wali; so it is not the accurate rendition by translating the word "couple " as (لاحقي الذكر، Laahiqiu Aldhir). Therefore, the second and third translations are considered the only acceptable renditions of the English expression "The following couple ".

3.The English phrase "Tradition "has been translated variously into

(أحاديث,Ahadith), (أعراف A'raf),(تقليد,Taqlid).It is worth mentioning here the differences in the Arabic meaning of each one of them. The first word " تقليد"means a pattern of thoughts, actions, and behaviors that have been transmitted genetically over generations until they become one of their parameters, such as social and cultural habits. The second Arabic term (أعراف,A'raf) signifies a group of standards or concepts or mutually agreed metrics, like when someone says, "We should respect the prevailing norms."(يجب علينا أن نحترم الأعراف السائدة).

It is important to note that this word also refers to a wall and a high location located between the Dwellers of Paradise and Hell.

The first translation of the word "Tradition "is,(أحاديثAhadith). The translator here has translated it communicatively as the closest meaning for the word " Sunnah." The ST word, (أحاديث Ahadith) refers in the Arab Muslim community to the plural form of the word, (حديثHadith)that means the accomplished traditions of the Prophet Muhammad (Peace be upon him) depending on his says and actions. In closing, the most equivalent translation for the word "Tradition" according to the present context is (أحاديث,Ahadith).

4. Actually, the Islamic community has many cultural and religious items that have no direct equivalence in the English language. So, it is important to define each term that is usually used in formulating the forms of Islamic marriage contracts, such as the word (مهر,Mahr)which refers to the obligation of the form of money or possessions paid by the groom to his bride.

5. Another expression that should be discussed here is " Paid part", the three translators rendered it individually into (الجزء المقدم, جزء مدفوع,قد قدمت جزءًا)

All three translations are created literally.

Moreover the last translation (قد قدمت جزءًا ,Qad Qadmat Juz'an)includes a grammatical mistake committed by the third translator who translated the English adjective phrase "Paid part" into an Arabic verbal phrase by using the Arabic letter(قد,Qad) at the beginning of the sentence which is used in Arabic to make sure that the action is already done. Otherwise, the English Item " Paid " is treated as an adjective followed by a noun that has been translated as a verb in the past tense form. In conclusion, it seems that all three translations have not transferred the accurate equivalence. Consequently, the term "Paid part" should be translated contextually as(مقدم,Muqadam) which indicates the type of Mahr "Prompt mahr" in which it must be given to the bride before the wedding ceremony.

6. The last problematic issue that should be discussed here is the translation of the ST item "Deferred part ". The three translators have used the words (المؤجل, الجزء المؤخر" المؤخر).

As the translation for the English expression "Deferred part" which is used basically in the form of Islamic marriage contracts as an essential condition for the marriage to be executed in which it refers to the amount of money or any other property payable only after the dissolution of the marriage. So both the first and third translations have grasped the intended meaning of the phrase "Paid part" as (مؤخر,مؤجل,Muakhuar, Muajal) respectively. Whereas the second translation has performed literally into (, , الجزء المؤخرAljuz' Almuakhuar)

6. CONCLUSION

The translation of English Islamic marriage contracts into Arabic raises a serious problem for translators as a result that English and Arabic are related to two different families in linguistics consequently, each language has a completely different legal system and legal culture. Moreover, the many differences in all linguistic domains such as grammatical lexical and stylistic domains. It has been concluded that the legitimate translation includes numerous difficulties that require deep and wide insight and considerable exercise to be resolved. Nonetheless, the unsuitable rendition is replicated by the poor knowledge of translators in the linguistic, lawful, and cultural fields. Finally, the translator must treat every item in legal texts with the greatest extent of recognition in order not to translate any concept inaccurately as a result wrong enforcement of the law will be committed.

REFERENCES

Al-Jubori, G. M. H. (2022). Investigating Translation Challenges of English Affixations in Medical Leaflets into Arabic. *journal of Language Studies*, *6*(1), 399-412.

Austin, J. L. (1962). *How to Do Things with Words*. Oxford: University Press.

Cao, D. (2007): *Translating Law*. Clevedon: Multilingual Matters Ltd.

Christina S. (1997): *Discourse and Politics: In Discourse Studies: A Multidisciplinary Approach, ed.*

David, R. and John, B. (1985): *Major Legal Systems in the World Today*, **(3rd ed.)**. London: Stevens. Deakin University Press, Geelong.

Edmonds, P. & Hirst G (2002): Near-Synonymy and Lexical Choice. *Computational Linguistics* Vol. 28:2.105-145. MIT Press.

Hamdan, M. I., & Hussein, G. M. (2024). Applying Larson's Model To Assess the Quality of Two Translations of Antony Hope's Novel The Prisoner of Zenda into Arabic. *Journal of Language Studies*, *8*(1), 281-304.

Hönig, H. and Paul Kussmaul (1982): *Strategies der übersetzung, EinLebrund Arbeitsbuch, Tübingen:* Narr.

Ilyas, A. I. (1989): *Theories of Translation*. Mosul University Press.

John H. Merryman (1994). *The Civil Law Tradition : In introduction to the Legal Systems of Europe and Latin America*. Michie Co.

Newmark, P. (1981). *Approach to Translation.* Oxford and New York: Pergamon Press.

Newmark, P. (1988): *A Textbook of Translation*.New York: Prentice Hall.

Sarcevic, S. (1985): Conceptual Dictionaries for Translation in the Field of Law. *International Journal of Lexicography.*

Šarcevic, S. (1997): *New Approach to Legal Translation*. London Kluwe Law International.

Snell-Hornby, M. (1988): *Translation Studies. An Integrated Approach***,** Amsterdam: Benjamin.

Tiersma, P. M. (1999). *Legal Language, Chicago, and London*. The University of Chicago Press.

Tiersma, P. M., & Solan, I.. M. (2012), *The Oxford Handbook of Language and Law Oxford*: Oxford University Press.

Weisflog, W.E.(1987): *Problems of Legal Translation.* Swiss report presented at the XIIth International Congress of Comparative Law, Zurich, Schulthess,179,218.

White, J. B. (2006) *Living Speech : Resisting The Empire of Force.* Princeton University Press.

White, J. B. (1982): *Law as Language*: Reading Law and Reading Literature.

White, J.B. (1994): *Acts of Hope: Creating Authority in Literature, Law, and Politics.* Chicago: University of Chicago Press.

Yule, G. (1996): *Pragmatics*, Oxford: Oxford University Press.

Yule, G. (2019): *Oxford Practice Grammar Advanced with Key.* Oxford University Press.