

ترجمة الخصائص النحوية للنصوص القانونية من الإنجليزية الى العربية

**Translating the Syntactic Features of Legal Texts from English into
Arabic**

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Abstract

This paper examines some syntactic features of English legal texts, and the changes that may be reflected on these features when they are translated into Arabic. For example, passivization, nominalization, complex sentences and modality. The researcher tries to demonstrate why it is difficult to suggest a specific translation of each syntactic feature, especially the modal verbs. The researcher also attempts to provide translations for some legal sentences written in some charters and international organizations. The descriptive methodology is used to identify the characteristics of these syntactic features in order to provide a proper translation of each legal sentence. It has been concluded that the translator has to be aware of the precise meaning of the legislator before deciding the translation, and that the meaning

of any specific modal verb is translated differently from English into Arabic according to the linguistic system and organizations in which it is used.

Keywords: legal text, legal translation, modality, syntactic features

المستخلص

تتناول الورقة البحثية بعض السمات النحوية للنصوص القانونية الإنجليزية، والتغيرات التي قد تنعكس على هذه السمات عند ترجمتها إلى العربية، مثل صيغة المبني للمجهول والصيغة الاسمية والجمل المركبة والأفعال المساعدة. ويحاول الباحث أن يبين لما يصعب اقتراح ترجمة محددة لكل سمة من السمات النحوية، ولا سيما الأفعال المساعدة، كما يحاول تقديم ترجمات لبعض الجمل القانونية الواردة في بعض المواثيق والمنظمات الدولية. تم استخدام المنهج الوصفي لتحديد خصائص هذه السمات النحوية وبالتالي تقديم ترجمة سليمة لكل من هذه الجمل القانونية. وقد خلص البحث إلى أنه على المترجم أن يكون واعياً بالمعنى الدقيق الذي وضعه المشرع قبل تحديد الترجمة، وأن معنى أي فعل من الأفعال المساعدة يُترجم بشكل مختلف من الإنجليزية إلى العربية وفقاً للنظام اللغوي والمنظمات التي يستخدم فيها.

الكلمات المفتاحية: النصوص القانونية، الترجمة القانونية، الأفعال المساعدة، الخصائص النحوية

1. Introduction

Legal language has its distinctive features, because it is used in specific situations, such as in the legal texts, charters or in the courts, and this makes it a special language. It is not an everyday language that the laymen can use easily, rather, it is used by those who are familiar with it. To be familiar with legal language means to be familiar not only with the technical terms, but with culture also. Since culture is an indispensable part of translation, legal translation deals with translating the legal system of the source language into the legal system of the target language. Consequently, this imposes a number of syntactic features which differentiate the legal text from the other text types.

The problem

The syntactic features of the legal texts are translated differently according to the nature of the legal text and the organizations in which they used which create a challenge before the translator to make the right choice through translation.

Significance

Since legal translation is somehow a risky one, it is of an exceptional importance to understand the structure of the legal text and the various types of the legal texts in order to provide an exact meaning through proper translation of each specific text.

Objectives

1. To provide meaning to the syntactic features of the legal texts such as passivization, nominalization, complex sentences and modality through translation from English into Arabic.
2. To provide translations to some legal sentences from English into Arabic according to the text type and the organization in which these sentences are used by taking the syntactic features into consideration.
3. To identify whether the translation of legal text from English into Arabic changes the style of the translated sentence.

Methodology:

The descriptive methodology is used to identify the characteristics of the syntactic features in order to provide a proper translation of each legal sentence.

2. Theoretical framework

2.1 Key words

2.1.1 The Legal Text

Legal language is a collection of words and expressions created to serve human affairs; at the same time, it can be used to solve issues of law. It is just like “*a game of words*” and a good lawyer or a judge is the one who can make use of these right legal words at the right time (Betti & Hashim, 2018, p. 276). Unusually, legal text has a special institutional function which can be used as a highly differentiated variety for specific purposes, (Betti & Hashim, 2018). The legal text is a special type of texts which has external and internal features that the diversity of legal texts is reflected on the linguistic, structural and functional features, (Berukstiene, 2016). Legal text “is any writing which is formed by a legislator as in: law, constitution or decree, by a judge as in a judgment, and by any other institution such as the legally empowered officials as in contracts” (Berukstiene, 2016, p. 95). “The empirical analysis of the legal text is the “use theory” of meaning, i.e. the meaning of a word is determined by its use in a specific context” (Choi, 2024, p. 7).

2.1.2 Legal Translation

Translation “is not only a linguistic act, it is also a cultural act, an act of communication across cultures” (Jaber, 2013, p. 501). The number of “*language combinations*” is much higher today, and they are often more difficult; moreover, translations involve not only two languages but several languages due to common movement between many countries, (Le Cheng & Wagner, 2016, p. 20). The importance of legal translation has increased today because of its great status in the transmission of laws, official documents and legislations that entail high skill and a great accuracy in translating them, (Mohammed, 2022, p. 1). Legal translation requires a great competence and an accurate knowledge of the field from which we

are translating, as the inaccuracy of translation has unimaginable results, (Mohammed, 2022, p. 1). Translation competence is “a comprehensive knowledge of the source language structure and the target language structure, and consists of the ability to integrate two competencies on a higher level” (Ibraheem, 2018, p. 15).

2.1.3 Related Works

In a study titled “*syntactic complexity in legal translated texts and the use of plain English: a corpus-based study*”, (Lin, Afzaal, & Aldayel, 2023) compared the linguistic difficulties of the translated legal texts with the syntactic complexities of the source English legal texts in order to determine the statistically important differences between these two large datasets. This study is applied to denote the syntactic complexities of the legal sentences and shows how the translations of the legal texts are less complicated than the original counterpart texts. It gives an example of how easy and direct English translation in legal statements may result in understandable target texts. The results of the legal translation of people from three different regions show surprising patterns related to syntactic complexities and legal communication in plain and easy English, which are convenient with earlier research.

In another study titled “*Risk perception and risk management in legal translation: a questionnaire survey*” (Duběda, 2024) states that legal translation is a field in which risk consciousness and risk management are of the extreme importance due to the values. Inquiringly, there is a very limited number of formal complaints and lawsuits against translators. In order to provide perceptions about the methods of risk management, a questionnaire is conducted among the Czech legal translators. The results show that legal translation is mostly viewed as riskier than the other types of translation by three quarters of the participants and that the risk observation is partly related to former experience in the field.

2.1.4 The Syntactic Features

In spite of the little number of studies that provide visions of syntactic complexity in the translated texts by non-native English speakers, it is essential to investigate these translated texts; “scholars in the field of legal translation have demonstrated a particular interest in the processes of multilingual legislative drafting that are utilized in various organizations on both the national and international levels” (Lin, Afzaal, & Aldayel, 2023, p. 2)

2.1.4.1 Passivization

Passive tense has been the subject of much dispute among the legal language experts; while some suggest its usage is “a required form and style instrument, others find its usage impersonal, uneasy, strange-sounding to the publics who also need to comprehend the legal language” (Shiflett, 2017, p. 32). The grammatical concept of passive voice, whether accepted or refused by the linguists, is a permanent feature in legal language, and it includes restraining of “*agency or responsibility*” (Shiflett, 2017, p. 32). Passive voice construction is a fundamental part of legal language; it may be used to express objectivity, to avoid the difficult sentence structure, or to provide a variation in a paragraph, (El-Farahaty, 2015, p. 23). Passivization is selected for several reasons:

- a) “to focus on a part that the author sees as more prominent”,
- b) “to obscure the agent”, and
- c) “to foreground a fact by leaving it unspecified”.

Passive transformation “includes a shift of positions of the left-hand and right-hand noun phrases. As a result, the patient (object) occupies the agent (subject) position”

(El-Farahaty, 2015, p. 23). Passivization characteristics that “often obscure the identity of the actor; whether done intentionally or not, it can only reduce precision” (El-Farahaty, 2015, p. 23). For example, when the first person is avoided in a specific order, so “it is ordered . . . rather than I order”, and the following examples of the passive voice: (A lawyer’s letter to a client) are cited in the legal texts analyzed: ‘*can be accepted*’, ‘*has been approved*’, ‘*will be based*’, ‘*the court will need to be satisfied*’ (El-Farahaty, 2015, p. 23).

Legal Arabic looks for precision and accuracy by avoiding obscurity of agent, therefore it prefers active to passive (El-Farahaty, 2010, p. 69). The shift in translating the English passive into Arabic active legal texts is a clear case in translating the international documents as in the following example:

“*The expenses of the Organization shall be borne by the Members as apportioned by the General Assembly*”. (Charter of the UN, article 17)

“يَتَحَمَّلُ الأعضاء نفقات الهيئة حسب الأنصبة التي تقرّها الجمعية العامة”.

(Charter of the UN, article 17),

(El-Farahaty, 2010, p. 69).

Currently, this attitude has altered and a tendency to use passive voice has begun, although it is elementary and inconsistent (El-Farahaty, 2010). The following examples are cited in The Constitution of the Hashemite Kingdom of Jordan (article 13):

“*Compulsory labor may not be imposed on any person but any person may be required to do any work or to render any service in circumstances prescribed by*

law. . . no convicted person shall be hired to, or be placed at the disposal of, any persons". . .

"لا يُفَرَضُ التَّشْغِيلُ الإِلْزامِي عَلَى أَحَدٍ غَيْرِ أَنَّهُ يَجُوزُ بِمَقْتَضَى الْقَانُونِ فَرْضُ شُغْلٍ أَوْ خِدْمَةٍ عَلَى أَيِّ شَخْصٍ . . .
لَا يُؤْظَفُ الشَّخْصُ الْمَحْكُومُ عَلَيْهِ إِلَى أَشْخَاصٍ . . . أَوْ يُوَضَّعُ تَحْتَ تَصَرُّفِهِمْ."

(El-Farahaty, 2015, p. 41).

"This contract is revoked immediately and absolutely"

"يُفْسَخُ هَذَا الْعَقْدُ فَوْرًا وَتَلَقَائِيًا."

(El-Farahaty, 2015, p. 41).

By texts written in an active voice, we are always able to know who is the doer of an action. On the other hand, in passive voice, the object of the action will be the subject of a sentence. In spite of the fact that some linguists believe that passive voice represents one of the main problems in legal texts, nevertheless passivization is the preferred structure in many situations (Shiflett, 2017, p. 32).

2.1.4.2 Nominalization

Nominalization means "a noun phrase that has a systematic correspondence with a clausal predication which includes a head noun morphologically related to a corresponding verb" (El-Farahaty, 2010, p. 69). It is summarized in the sense that some of the meanings one gets in a sentence is lacking a tense, i.e. there is no indication of the time of the process; modality, or an agent, (El-Farahaty, 2010, p. 69). The following example is from a deed:

“He should guarantee or return anything from them according to the laws, regulations, statements, instructions, or declarations followed whether this regaining or surety ship is worthy of punishment or not and that this punishment has been confirmed by his confession, through investigation with him or according to official regulations or any other ways”.

So, all the former underlined words are examples of nominalized forms (El-Farahaty, 2010, p. 69). Also, the following example:

“No one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment”. (UDHR, article 5), (El-Farahaty, 2015, p. 23).

It is translated by the researcher into:

لا يجوز إخضاع أحد للتعذيب أو المعاملة أو العقوبة القاسية أو اللاإنسانية أو المهينة.

Nominalization is useful in cases where the drafter wants to make laws “to be stated as broadly as possible”, (El-Farahaty, 2010, p. 69). Use of nominalization may be viewed as the trademark of the anticipated formality which is supposed to underline the particular character of the legal text (Mahdi & Husain, 2012, p. 73). Nevertheless, the condensed texts containing nominal expressions are not easy to be translated; they need more effort and a particular knowledge of certain text types. For example, the (Partnership Contract, article 45), cited from (El-Farahaty, 2015, p. 25):

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

Is translated by the researcher into:

"على المَقَاوِلِ القيام بالتدابير الفنية والتنظيمية اللازمة والمحافظة عليهما لتجنب إلحاق الضرر بالبيانات ومنع اتلافها وفقدانها أو تغييرها".

The makers of the texts do not concern themselves with the artistic viewpoint, since the nominalization can be comprehended as a means of reduction and clarity (Pavličková, 2012). Nevertheless, the exaggerated occurrence of nominal phrases causes a specific degree of ambiguity in the interpretation of the legal text (Pavličková, 2012, p. 6).

2.1.4.3 Complex Sentences

In English, the legal sentence is a complex and a very long sentence; it is equal to two scientific English sentences in its length, i.e. the longer the sentence, the more complex it is, the more the number of phrases and subordinating clauses (El-Farahaty, 2010, p. 70). The following example illustrates a long complex sentence:

"The Contractor shall implement and maintain appropriate technical and organizational measures so as to prevent the destruction, damage, loss or alteration . . . and The Contractor shall provide the Council with such information as it may require to satisfy itself that the Contractor is complying with such obligations . . ."

(Partnership Contract, article 45)

(El-Farahaty, 2015, p. 25).

The underlined verbs in the above extract show the approximate number of clauses included in the sentence as:

1.independent: as in *"The Contractor shall implement and maintain appropriate technical and organizational measures"*.

2. dependent: as in “*that the Contractor is complying with such obligations*”.

3. infinitival: as in “*to prevent the destruction*” (El-Farahaty, 2015, p. 25).

There is also a high number of nominalized forms such as: “*destruction, damage, loss*” and the long lexical structures: “*to prevent the destruction, damage, loss or alteration*”. This variation of clauses is resulted from a compound complex sentence which is made of a mixture of coordinating conjunctions such as ‘*and, so as to, as*’ and subordinating conjunctions such as the relative pronouns “*which, that*”. One should note that if this legal long English sentence is compared with any modern English sentence of other text types, it will be shorter than the old legal sentence. (El-Farahaty, 2015, p. 25). If legal language is seen as complicated, heavy, and unconceivable, it is somewhat because of the wish to confirm that the language is accurate, pure and unmistakable, (Wiredu, 2014). Therefore, the researchers focus on the complex sentence as well as on the number of words in the legal English sentence, (Abu-Ssaydeh & Jarad, 2016, p. 115). When translating a legal text, the translator has to understand the aim of the legal text, the stylistic and syntactic complexities of legal texts and documents, to decide the appropriate strategies of translation, and in some cases, to show the highest degree of fidelity to the source text, (Abu-Ssaydeh & Jarad, 2016, p. 116).

To deal with the translation of the complex text, the translator should divide this complex sentence into its two major parts i.e. dependent and independent clauses, then, the translator may choose to follow the same structural pattern of the source language sentence (Abu-Ssaydeh & Jarad, 2016, pp. 116–117). Nevertheless, the problem of this technique leads to more ambiguity. Instead, the translator may give priority to both the content and the syntactic structure of the target language. To solve the problem of syntactic ambiguity, the translator has “to stick to the most common structures that have been famously used in dealing with similar syntactic

difficulties, and to seek advice and search for genuine solutions rather than look for alternatives” (Abu–Ssaydeh & Jarad, 2016, p. 117). For example,

Article 39

“The Security Council shall determine the existence of any threat to the peace, breach of the peace, or act of aggression and shall make recommendations, or decide what measures shall be taken in accordance with Articles 41 and 42, to maintain or restore international peace and security”, (Lahlali, 2014, p. 200).

Is translated into:

المادة ٣٩

يقرر مجلس الأمن ما إذا كان قد وقع تهديد للسلام أو إخلال به أو إن كان ما وقع عملاً من أعمال العدوان، ويقدم في ذلك توصياته أو يقرر ما يجب اتخاذه من التدابير طبقاً لأحكام المادتين ٤١ و ٤٢ لحفظ السلام والأمن (Lahlali, 2014, p. 200). الدولي أو إعادته إلى نصابه،

Abu–Ssaydeh and Jarad (2016, p.120) also clarify that these vague and inaccurate statements may typically be made by some translation teachers who repeatedly suggest “the technique of breaking the long, complex sentence into shorter sentences then to translate them”.

2.1.4.4 Performative Verbs

Speech act theory is very useful in classifying words and utterances, because this theory is a universal application and that the legal theorists are so interested in speech acts for some reasons; the most important reason is that the theory helps to clarify how the law uses language since the legal language is full of great number of speech acts and most of them are performative verbs which do not about doing something, rather, their utterance actually represents performing an action (Fiorito, 2006, p. 101). Nevertheless, “performatives are actions, they cannot be seen to be either true or false but only “*felicitous*” or “*infelicitous*”. So, laws, contracts and wills could be seen as types of speech acts. Generally speaking, speech act theory helps to understand legal measures from a new perspective, (Fiorito, 2006, p.101) because the “legal language performs certain actions; giving permission, declaring a right, or making a prohibition” (El-Farahaty, 2015, p. 25). “Performative verbs could be explicit and implicit; explicit “speech acts are expressed through a speech act verb (for example certify, declare, confirm, enact)” as in the following extract:

“I confirm that insofar as the facts in my report are within my own knowledge I have made clear which they are and I believe them to be true and that the opinions expressed represent my true and complete professional opinion”, (El-Farahaty, 2015, p. 25), (Report to the Court), which is translated by the researcher into:

”أؤكد أنه بقدر ما تكون الحقائق المذكورة في تقريرتي في حدود معرفتي الشخصية فقد أوضحت ما هي عليه وأعتقد أنها صحيحة وأن الآراء المُعبّر عنها تمثل رأيي المهني الحقيقي الكامل.”

Implicit speech acts are expressed by modal auxiliaries, for example “*shall*” and “*may*” or “*their negative forms*” (El-Farahaty, 2015, p. 25). “In this case the whole sentence has an illocutionary force of ordering (shall), prohibition (shall not), or permission (may)” (El-Farahaty, 2015, p. 26). For example:

"The employees shall be reimbursed all expenses" is translated by the researcher into:

يجب تعويض الموظفين عن كافة النفقات"

"The notification terminating the contract shall not be made contingent on an abrogating or suspending condition".

"لا يجوز تعليق الإخطار بالإنهاء على شرط واقف أو فاسخ."

(El-Farahaty, 2010, p. 72).

Legal texts "mainly deal with rights and duties which are created by two ways; to command or to empower" (Mahdi & Husain, 2012, p. 75). This separation, from speech act theory perspective, sets up to significant legal illocutionary acts:

1. "Mandatory illocutionary acts which have the force of command, imposing an obligation of act or not to act. The modals (must and shall) are used in the performance of mandatory illocutionary acts".
2. "Discretionary illocutionary acts which confer a power that may or may not be exercised. Discretionary types have two subcategories: directory or permissive, a distinction between substantive and procedural. May is used for the performance of discretionary acts".

2.1.4.5 Modality

Modal auxiliary verbs are a significant part of legal translation since they represent various features of obligation, prohibition, etc., which make the function of the translator not easy in terms of modality in both English and Arabic (Al-Dahwi, 2023, p. 563). Also, If the modal verbs are reproduced inappropriately, they will leave

multiple interpretations to the target text. Legal texts show a variety of modal verbs which are important to their content and their texture (Hilal Al-Mukhaini, 2008, pp. 2-3). It is expected that English- Arabic translation of legal texts display a lot of problematic issues related to modal verbs in both languages. Those who work in the courts and those who concerned with commercial texts and documents are familiar with the different uses of modal verbs, while the laymen, who studied modals in general, are struggling to get the exact meaning of them in legal texts due to its complexity, its uncertainty of use, objective and meaning, (RABEEA, 2022, p. 353) . These modal auxiliary verbs have various meanings in legal texts such as 'obligation', 'prohibition', 'recommendation', 'advice', 'authorization', etc. As related to linguistic level, the methods of coding of macro and micro (broad and narrow) modal meanings differ according to the linguistic system of the language in which they are prearranged as well as the legal system in which they work. English legal texts, for example, use modal verbs beside other structural devices such as adverbs (possibly, probably, perhaps, etc.) and conditional expressions to express these meanings. Arabic, on the contrary, uses some linguistic means to do the same functions because it lacks such a grammatical category of modal verbs, (Mukhaini, 2008, pp. 15-16). For example, “*shall*” impose a duty in the following sentence in (El-Farahaty, 2015, p. 38) which is translated into Arabic:

“The contracted party shall carry out the duties of Foreign Languages Assistant”

“يُباشِر المتعاقد واجبات وظيفة سكرتير لغات أجنبية...”.

The functions for distributing rights and obligations are pragmatically approached as these are realized through directives, constitutive, and commissive acts in the corpus of legal texts.

1. Obligation

Both modals “*shall*” and “*will*” are used to express modality and to indicate future time, but in legal texts “*shall*” is seldom used to specify future time; “*shall*” is a modal used to enforce obligation on the subject of a specific sentence (UKessays, 2015). In a contract, it transfers the meaning of “*has a duty to*”, while the modal verb “*must*” be avoided by lawyers, because it is too bossy, (UKessays, 2015). Another alternative of “*shall*” could be “*will*” but it seems less promising. Even if many legal drafters tend to avoid using the modal “*must*”, this may be an alternative to “*shall*” as a means of expressing obligation. The use of “*must*” instead of “*shall*” may express any obligation whether it is imposed on the subject of a sentence or any other part of it. For example: “*The Company must reimburse the Sales Manager for all authorized expenses*”, “*The meeting must take place at the company’s headquarters*”. But a disciplined use of “*shall*” to impose an obligation on the subject of the sentence makes clear who owes the obligation: “*The Company shall reimburse the Sales Manager for all authorized expenses*.” An obligation can be expressed in other ways by using passive voice: “*The Sales Manager shall be reimbursed for all authorized expenses*.”, or one could use “is entitled to”: “*The Sales Manager shall be entitled to be reimbursed for all authorized expenses*,” (UKessays, 2015). According to (El-Farahaty, 2015, p. 27) “although *must* is used to denote emphasized obligation, it is also used to refer to epistemic meaning which weakens its use in a legal context and the first preference goes to *shall*”. “*Shall*” is used in the imperative sense to impose a duty or obligation on the legal subject to whom it refers. It expresses the idea of procedural rights. In fact, lawyers tend to use “*shall*” all the time without thinking, just in case the present imperative is not the appropriate one, (El-Farahaty, 2015, p. 26).

2. Prohibition

“*Shall*” is used almost exclusively in the regulation of behavior by issuing prohibitions through the use of negation as in the following legal texts:

“*The Supplier shall not be entitled to vary or otherwise modify the Supply without the previous written consent of the Purchaser*”, (Mahdi & Husain, 2012, p. 76).

It is translated by the researcher into:

“لا يحق للمورد تغيير أو تعديل العرض بأي شكل آخر دون الحصول على موافقة مكتوبة مسبقة من المشتري”.

“*In the performance of their duties the Secretary General and the staff shall not seek or receive instructions from any government or from any other authority external to the Organization*”.

“ليس للأمين العام ولا للموظفين أن يطلبوا أو أن يتلقوا في تأديّة واجبهم تعليمات من أيّة حكومة أو من أيّة سلطة خارجة عن الهيئة”.

(El-Farahaty, 2015, p. 124).

The European Union “(EU) legal translation contributes to the harmonization of EU law and the evolution of the European legal culture” (Sammut, 2024, p. 40). EU uses “*may not*” in its legislative texts to express prohibition, while “*shall not*” or “*must not*” are used in other conventions of the EU legislations, as in:

“*The contract shall not be valid in any of the cases below:*”

“*This agreement shall not enter into force until/if...*”. (Felici, 2012, p. 62)

Therefore, the researcher suggests the following translation for “*shall not*” in the two sentences mentioned above as:

"لا يكون العقد صحيحاً في أيٍّ من الحالات التالية:"

"لا تدخل هذه الاتفاقية حيز التنفيذ حتى/ إذا..."

For the translator, it is very important to understand and recognize the type of norm intended by the legislator. Logically speaking ‘no prohibition’ implies that something is optional, whereas from a legal point of view means that there are no legal effects (injunctions, sanctions) attached to the non-performance of the act. The examples quoted above in the English Style Guide suggest the presence of temporal and factual conditions that ‘restrict’ the scope of what is not possible. In other words, a condition or an exception might derogate from the negative directory provision and make the act possible, (Felici, 2012).

3. Permission

The Modal auxiliary “*may*” is listed as an example of epistemic modals, (Majeed, 2010, p. 753) which demands a high degree of caution in distinguishing what is possible and what is permissible. In legal discourse, “*may*” is used to indicate permission, and some linguists have discovered that “*may*” is the second most common modal used in the legal documents examined, (El-Farahaty, 2015, p. 27). *May* expresses (epistemic possibility and deontic permission); the two meanings are logically related because “you can only give permission to something possible”, and ‘the high frequency of the use of “*may*” in legal texts shows that it is so “entrusted” in legal texts that no other modal is used in its place.’ (El-Farahaty, 2015, p. 27).

To express rights in legal texts, “*may*” can be used, as in:

“The Secretary General may conclude with any Member or Members supplementary agreements adjusting the provisions of this Convention so far as that Member or those Members are concerned”.

يجوز للأمين العام أن يعقد مع أي عضو أو أعضاء في هذه الاتفاقية اتفاقات تكميلية لتعديل أحكامها فيما " (Mahdi & Husain, 2012, p. 76) ذلك العضو أو أولئك الأعضاء" يخص .

But, “in negative passive forms, “*may*” implies a prohibition”. Therefore, some linguists suggest to use “*must not*” instead of “*may not*”, because *may not* is ambiguous. For example, “May not transfer shares” “may mean one of these: (i) may possibly not transfer, (ii) is authorized not to transfer or (iii) is not authorized to transfer. Thus, it is better to use “*must not*”. (El-Farahaty, 2015)

3. Conclusion

It has been concluded the following:

1. The translator has to be cautious with the intended meaning of the legislator before deciding the final copy of the translation.
2. Passivization is one of the distinctive syntactic features of the English legal text, while the translation of the Arabic legal text could be passive or active according to the translator's own decision.
3. The shift in translating the passive voice of English legal sentences into active voice in the Arabic rendition affects the style of the translated legal sentence.
4. The translator has to be careful in dealing with nouns through translation to provide the intended meaning and to avoid ambiguity.

5. The fidelity to the source text has to be the only translator guide towards the proper translation of the complex legal sentence.
6. The meaning of any specific modal verb is translated differently from English legal text into the Arabic one according to the linguistic system and organizations in which it is used.

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