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Stylistic Challenges of Translating Legal Texts from Arabic into English among Jadara University Graduates

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ABSTRACT

This research examines the stylistic obstacles encountering Translation master's students when rendering Arabic legal texts into English. It delineates the influence of attaining the legal stylistic conventions in delivering a desirable legal translation. The study investigates the 20 participants' renditions of five Arabic legal documents into English from qualitative and quantitative perspectives. Al-Jarf's model of the salient stylistic features of legal language and Newmark's model of translation strategies are deployed to comparatively analyse the interpretations of the legal texts translated. The study has identified considerable stylistic challenges in the rendered Arabic legal texts clearly seen in the absence of complex sentences, appropriate tense, lines and use of dots, conditional sentences, passivation, capitalization, nominalization, unique determiners, appropriate negation and restrictive connectors in addition to a number of inconvenient translation methods. The absence of these stylistic features is shown to lead to a serious deterioration in the translation quality of the legal texts translated owing to the loss of the legal themes and meanings signaled by these stylistic devices and conventions. The research has revealed that these stylistic challenges are noticeably arisen from the participants' deficiency in the knowledge and experience in the stylistic conventions of SL and TL legal systems along with their linguistic incompetence in the SL and TL. This tendency to produce improper legal translation has also noticed to be linked to heavy reliance on machine and through translations on the expense of the contextual rendition of the respective legal text.

Keywords: Legal Translation; Stylistic Features; Arabic; English

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1. Introduction

Translation has become a major tool for the propagation of knowledge and the facilitation of communication among diverse nations. Translation is conceived as the process of properly and precisely converting meaning from one language into another. According to Catford^[1], translation can be viewed as substituting textual content in one language with corresponding textual content in another language. Consequently, translation can be regarded as an act of communication dealing with various domains like legal translation. In El-Farahaty's^[2] point of view, legal translation is not simply converting legal texts between languages; it involves translating between legal systems, from the source legal system to the target legal system. Legal translation has become very important in our present-day life. According to Altarabin^[3], different international legal and administrative institutions rely significantly on the output performed by professional legal translators. This is expected to shed light on the importance of legal translation for the governmental and private agencies at the international levels. Moreover, the necessity for interaction due to social, political, and economic requirements, accompanied with the increasing tendency of repositioning to foreign countries for the sake of employment, education, or tourism, emphasizes the critical importance of legal translation.

Accuracy and clarity are crucial in translating legal texts. Legal translators must ensure that their translation adequately echoes the intended meaning of the original text. To this end, legal translators should use concise and appropriate terminology while maintaining the structure of the target text and the apprehensible conveying of the SL legal concepts. likewise, they should have a thorough understanding of both the source and target languages, their legal systems, and the conventions used in these legal systems. Legal language has also its uniquely conventional stylistic features that refer to the way words and sentences are organized in legal language. The English legal language, for example, uses passive voice to identify the party entitled to a right, conditions, and restrictive connectors in unusual word order. Thanh^[4] and Al-Jarf^[5] believe that legal language is distinguished by the usage of long and complex sentences so as to include all needed information in one sentence rather than several sentences by means of using commas and the coordinators "**and/or/but**". In this regard, Altarabin^[3] points out that all

proper names such as the names of individuals, institutions, and corporations in the English legal language must capitalized. This leads then to the fact that the familiarity of translator with such legal stylistic features has undeniable impact on producing appropriate and desirable legal effect in the respective TL. This can be observed, for instance, in the case of the long and complex sentences which may lead to ambiguity and incomprehensibility for legal translators who usually deal with simple sentences. Furthermore, Al-Jarf^[5] believes that translators who are unfamiliar with the passivation and the conditional clause structures may not be able to identify these structures in legal texts which may thus lead to inadequate translation. Some translators may lack familiarity with the conventions of capitalizing proper names in legal texts, potentially leading to translation errors.

In actual fact, such legal stylistic peculiarities create weighty challenges for translators and hence need to be taken into account while translating a given legal text into another language. This is due to the fact that dissimilar cultures have designed their distinct legal "communicative style" that if adopted in another legal culture "would often lead to the creation of less articulate, and less effective translations", Aoul^[6], p. 733, and White^[7] argues that the inconspicuousness of legal discourse is challenging owing to the conventions overriding language functioning, vocabulary selection, and sentence structure employed in law. Hence, the legal style, from Šarčević's perspective^[8], is deemed one of the obstacles facing legal translator. In contrast, Smith^[9], p. 181) regards the "competence in target language's specific legal style of writing" as one of the perquisites for successful legal translation. The same holds true for Altarabin^[3], who acknowledges the translators' awareness of the legal system as a main requirement for legal translation in that the translator should be familiar with the legal concepts and terms in the SL and TL and how these terms should be translated in a specific country. In his view, a legal translator should be familiar with legal language's grammatical structure. This follows that the adequacy of a legal text translated, as Geber^[10], rightly asserts, is linked to the translator's familiarity with the source text format, subject style, and text type, as well as to transferring the meaning of the source language in suitable target language structure, and words.

The variances of stylistic conventions between Arabic and English legal language are generally viewed as a

source of translation difficulty that may affect the adequacy of a legal text translated into and from one of these two languages, for example, Complexity of structure, Nominalization, Passivation, Negation and Capitalization. Bostanji^[11], EL-Farahaty^[2], and Altarabin^[3], argue that the unfamiliarity with the grammatical structure disparities between English and Arabic language poses a challenge for translating legal texts between these languages. The Arabic legal system, for instance, uses three tenses only (present, past, and future), unlike the English legal system, which uses twelve tenses. In the same realm, the verbal, active sentence structure are widely used in the Arabic legal discourse in contrast to the English counterpart which prefers to use the nominal, passive voice structure. This follows that the unawareness of the stylistic divergence between Arabic and English legal languages may lead to undesirable legal translation and thus inappropriate legal effect in the TT.

The influence of the differences in the stylistic legal features between Arabic and English legal systems still needs more in-depth studies since the attention of the studies conducted on this area has been funnelled toward English-Arabic perspective and geared towards investigating the lexical challenges of English-Arabic legal translation^[12–16]. While little attention is paid to the stylistic aspects relevant to legal translation in other studies like^[5, 12, 17], which are of a participant's perception-oriented approach. Accordingly, this paper aims to investigate the stylistic challenges face graduates when translating Arabic legal texts into English. Additionally, it seeks to explore the translations strategies employed when interpreting these texts into English. This paper therefore hopes to bridge the considerable gap of knowledge in this specialized translation and provide more painstaking insights to those interested in this area.

2. Literature Review

2.1. Theoretical Framework

A number of scholars have asserted the significance of realizing these stylistic conventions and their differences in the SL and TT in properly regenerate the intended legal effect in the TT. Cosmulescu^[18] believes that the legal style is characterised by the complexity of its grammatical structures which renders legal texts sophisticated for the lay readers. Complex and long sentences are one of the main stylistic

conventions of legal language, according to El-Farahaty^[2], include multiple independent and dependent clauses, seamlessly integrated through the use of various coordinating conjunctions to enhance the intricacy and depth of the sentence structure and subordinating conjunctions. Additionally, El-Farahaty^[2] explains that if the sentence were lengthier, the complexity and the number of subordinating clauses and phrases would increase. Altarabin^[3] believes that sentences in English and Arabic legal texts are sometimes longer than those of other text types. Using longer and more complex sentences in legal language ensures clarity and precision in conveying information^[19]. However, the pervasiveness of long sentences with its subordinated clauses can complicate the task of interpreting a legal text Lahlali and Abu Hatab^[20]. Furthermore, such long and complex sentences make it difficult to identify the sentence's main verb as well as they may give rise to ambiguity and thus complexity to the legal translator leading to produce imprecise legal translation^[2].

Nominalization is also viewed as one the pervasive stylistic techniques of English legal language that is commonly employed by lawyers, judges and experts to make sentences longer and separate the parts of sentences as well as these nouns have specific meanings in legal language and can't therefore be replaced by verbs^[19]. Similarly, Kordić^[21] points out while nominalization is conventionally employed to ensure clarity of legal meaning, it creates difficulty for lay reader due to having large number of superfluous and complicated noun phrases. This feature is heavily used in Arabic legal discourse which includes numerous examples of nominalization^[3]. Lahlali and Abu Hatab^[20] regard the nominal structures as one of the syntactic obstacles facing a legal translator owing to its distinctive legal syntax. From Khan and Khans' perspectives^[19], nominalization causes challenges for legal translators because it involves converting verbs or adjectives into nouns. Accordingly, legal translators must translate nominalizations carefully to ensure clarity and accuracy in the translation. They also need to identify the intended meaning behind the nominalized form and choose the appropriate equivalent in the target language.

Likewise, passivation, which involves shifting the positions between the subject and the object, is a very essential stylistic components in English legal text discourse and more preferable than active voice where it is meant to hide the subject and focus on the object and to ensure precision by

avoiding the ambiguity of agents^[2]. Khan and Khan^[19], view passivation as one of the tools employed to emphasize impersonality, objectivity and neutrality in dealing with the information given in the English legal discourse. Equally, Altarabin^[3] elucidates that the English legal language usually employs passive for the sake of intense formality, unlike the Arabic legal language, which prefers an active structure. These differences between the two languages challenge legal translators within the legal translation process. This can be clarified when translating the English passive sentences followed by the “agent” as this structure is impressible in Arabic and needs to be changed into active voice structure. In the same way, Altarabin^[3] argues that Arabic prefers using active more than passive. Thus, if the active voice sentence is translated literally, the translation may be unacceptable or undesirable in English because English usually prefers passive structure more than active one in legal discourse.

Conditional clauses feature prominently in the English legal language. AL-Harabsheh^[22] defines conditional formulation as the structure of a sentence to express a condition. Altarabin^[3] points out that the English legal texts often involve complex conditional sentences that consist of three conditions connected by one positive or negative clause. Translating the conditional clause, nevertheless, can be problematic for a legal translator who, from Altarabin’s perspective^[3], needs to take into account unusual circumstances, various hypotheses, and both positive and negative possibilities. Moreover, Al-Jarf^[5] believes that translators who are unfamiliar with the passivation and the conditional clause structures may not be able to identify these structures in the legal texts. Similarly, Altarabin^[3] claims that legal texts can be challenging to translate due to their complex conditional sentences with multiple conditions. In other words, a legal translator needs to be familiar with complex conditional clauses and ensure that all the conditions and their precise meanings are faithfully rendered in the TT.

Furthermore, negatives are commonly deployed in the English legal texts where it is expressed by different linguistic forms including **unless, except, not only, never, no** and so on. Tiersma^[23] argues that English legal discourse uses excessive negation since it may tend to express prohibition in the regulation. In contrast, Altarabin^[3] asserts that Arabic legal discourse prefers employing affirmative verbs to negate the sentence, such as “ **يحظر وينع** ”, which

means in English **forbid and prohibit**. This difference in negation between English and Arabic legal languages creates a problem in legal translation as the unawareness of this difference between the two languages may create undesirable legal translations. English legalise is further distinguished by the usage of unique determiners of nouns exemplified by **such** and **said** where they are used as a referential expression for “**this**”, “**that**”, and “**the particular**”^[19]. This feature can be demanding for a legal translator since such determiners are not used in the Arabic legalise as well as they have different interpretations depending on their contextual usage which entails that the usage of unique determiners can affect the meaning and scope of legal provisions.

The same holds true for restrictive connectors such as **notwithstanding, under, having regard to, and whereas** that are normally used to ensure clarity and specificity in the English legal language. These stylistic tools, in El-Farahty’s point of view^[2], can be challenging for even professional translators because they lack knowledge of legal terminology and the specific context in which they are used. In this regard, capitalization is also viewed as a pervasive stylistic convention of English legal texts where all proper names involving the names of the participators, organizations, institutions, main sections, and occupations must be in capital letters in order to highlight the importance of these names and distinguishes them from other names^[24]. The unrecognition of this feature can lead to inappropriate or even unacceptable legal translation since this feature is not recognized in the Arabic counterpart as well as capitalization rules, as indicated by Altarabin^[3], may differ from one country to another.

To specifically overcome the stylistic problems manifested in legal translation, Newmark^[25] proposes twenty three translation methods and strategies that can be helpful in rendering a given legal text from SL into TT which comprise *literal translation, faithful translation, semantic translation, adaptation, free translation, idiomatic translation, communication translation, transference, naturalization, cultural equivalent, functional equivalent, descriptive equivalent, synonymy, through-translation, shifts or transpositions, modulation, recognized translation, translation label, compensation, Compensation analysis, reduction and expansion, paraphrase..* These strategies seem advantageous in view of taking into account the degree of the stylistic conventions variances between the SL and TL legal systems as

well as they provide a legal translator with a more comprehensive, applicable and possible devices to render the legal text in question.

Some of Newmark's translation strategies have been echoed in the ones suggested by Hassan^[26] as they encompass modulation, shift, over-translation, under-translation, substitution, expansion, exoticism, and creation. Additionally, the researcher advocates for the use of functional equivalence in legal translation, emphasizing the importance of focusing on the text's function rather than relying on literal translation, as the latter may fail to convey the original text's precise meaning. This view goes in line with Salih's proposal^[27], for following the typologies of equivalence initiated by Šarčević^[8], who divides functional equivalence into three levels: Near Equivalence (NE), Partial Equivalence (PE), and Non-Equivalence (NOE). The advocacy of adopting the functional equivalence is further mirrored in El-Sadik's perception^[14] of employing borrowing and functional equivalence strategies to convey the source text's function accurately, and memorizing the meanings of underlined legal terms due to their fixed nature.

2.2. Related Studies

Al-Jarf^[5] examines the proficiency of ESL translation students registered in a stylistic course in finding out the stylistic features of English legal documents where these features are shown to include the utilization of legal verbs, prefixing and suffixing of prepositions, prepositional/adverbial phrases, long complex sentences, coordination of synonyms, statements, no adjectives, few pronouns, use of passive structures, relative clauses and rare use of pronoun reference, use adverbs in an unusual position, rare pronoun reference, few adjectives, long words, sentence with unusual order, and long nominal clauses. In a similar study, Alshaikh^[17], reveals that Saudi translation students view parallel structure, the construction of legal sentences, multiple negatives, and the layout of legal texts as the main stylistic problems of rendering legal contracts from and to Arabic and English. Similarly, Jakob's contrastive study^[28], elucidates a number of legal stylistic challenges in rendering Arabic legal texts into English including punctuation and grammatical mistakes in addition to over translation, literal translation and omission of translating important words in the SL texts. In contrast, Alrishan's study^[29], finds the layout of the text

and the tenor problems as the sources of stylistic obstacles facing EFL translation students when rendering English legal texts into Arabic.

3. Methods

This paper is particularly meant to investigate the stylistic challenges related to rendering Arabic legal texts into English and the translation strategies deployed in this process. To accomplish this mission, the paper adopts a descriptive, comparative approach in collecting and analysing the data under study. Hence, this paper selected five Arabic legal documents sourced from Hassan^[26], which resemble the Islamic law field exemplified by the texts "*special power of attorney*" and "*bail bond*", as well as the civil law arena represented by the texts "*certificate of guardianship*", "*certificate of conditional divorce*" and "*certificate of custody*". Thus, these texts embody the commonplace stylistic features of Arabic legal discourse as they were garnered from the two major sources of legislation in the Arab World. A translation test including these Arabic legal texts was prepared and presented to twenty graduate translation students from Jadara University, Jordan for the purpose of rendering these texts into English. The students' translations were assessed by comparing them to the translations offered by widely experienced and professional legal translators who published references books in legal translation^[22, 26, 30]. The translation errors found were qualitatively analyzed and then classified into stylistic mistakes in the light of the Al-Jarf's^[5], model of the pervasive stylistic features of legal language in the view that this model was gathered from many previous studies conducted on legal translation and thus delineates more adequate, accurate, and comprehensive analysis of the stylistic features pertaining to legal language with particular emphasis on its structure and syntax. In contrast, Newmark's^[25] model of translation strategies, 1988 is adopted to analyse the participants' translations strategies identified in the legal texts translated since this model offers more thorough potential strategies that are specifically designed to handle the stylistic challenges that can be found in legal translation. A quantitative analysis was also carried out to quantify the frequencies of the stylistic challenges and the translation strategies found in the legal translated text.

4. Results and Discussion

4.1. Methods and Strategies of Translating the Arabic Legal Texts

The data, as noticed in **Table 1**, elucidates that the strategies and methods utilized by the participants in the translation test according to their frequency compromise literal translation followed by through translation and expansion whereas reduction was the least frequent one. **Table 1** displays the methods and strategies, their frequency, and their percentages identified in each text.

4.1.1. Literal Translation

The data shows that literal translation was the most frequent method in the translation of the Arabic legal texts into English with a percentage of 71%. The research reveals

that the literal translation is prominently shown in texts 2 and 4 with a frequency of 15, while the second most frequent appearance of this problem was in texts 3 and 5 with a frequency of 14, and its least frequent appearance was in text 1 with a frequency of 13. Furthermore, the study shows that the participants' dependency on literal translation may stem from the participants' unawareness of the specific stylistic conventions pertaining to the English and Arabic legal discourse, their syntactic incompetence 9+Arabic and English, and their lack of knowledge of the appropriate English legal equivalence. Unfortunately, the using of literal translation in the current data is proven to lead to inadequate, undesirable and even odd legal translation, thereby distorting the legal effect intended in the respective Arabic legal texts. In other words, the literal translation is shown to be one of the main drivers of the absence of the significant stylistic features examined in the legal texts translated.

Table 1. Translation Strategies and methods used in Translating Arabic legal texts.

No	Strategies and Methods	Frequency						Percentages
		Text 1 20/20	Text 2 20/20	Text 3 20/20	Text 4 20/20	Text 5 20/20	Total 100/100	
1	Literal translation	13	15	14	15	14	71	71%
2	Through translation	11	14	14	15	13	67	67%
3	Reduction	8	8	14	13	13	61	56%
4	expansion	17	3	14	5	6	45	45%

4.1.2. Through Translation

The data shows that through translation was the second most frequent method used in the translation of Arabic legal texts with a percentage of 67%. According to the data under analysis, through translation is prominently shown in text 4 with a frequency of 15, while the second frequent appearance of this problem was in texts 2 and 3 with a frequency of 14. In addition, the third most frequent appearance of this problem was in text 5 with a frequency of 13, and its least frequent appearance was in text 1 with a frequency of 11.

The data reveals that the participants' tendency to use such a strategy is mainly owing to their preference to rely on machine translation apps to save time and effort, in addition to their unfamiliarity with the typical stylistic properties of the English and Arabic legal language and the significance of considering these properties to maintain the same legal effect in the TT. Furthermore, the tendency to use this strategy is proven to result from the participants' unawareness of the importance of functional equivalence which is shown in

many cases to be absent or substituted by inappropriate TL legal equivalence, thereby causing the emergence of many stylistic challenges identified in the legal texts translated.

4.1.3. Reduction

The data shows this strategy was the third most frequent method used by the participants when translating Arabic legal texts into English with a percentage of 56%. According to the data under analysis, this strategy is prominently shown in text 3 with a frequency of 14, while the second frequent appearance of using this strategy was in texts 4 and 5 simultaneously with a frequency of 13, and its least frequent appearance was in texts 1 and 2 with a frequency of 8.

The data shows that 56 participants misused the omission strategy in the translation test where there was the deletion of very important words, phrases, and sentences. This leads to produce ambiguous, unrelated, unintended, and incoherent sentences, which in turn distort the cohesion and thus the legal effect intended by providing this information in the

source language, as well as hinder the comprehensibility of the translated English text. This tendency to misuse the omission strategy is owing to the participants' unawareness of the legal significance and functions implied by some words, sentences, and phrases stated in the Arabic legal texts.

4.1.4. Expansion

The data shows cases of misusing this expansion as this is prominently shown in text 1 with a frequency of 17, while the second frequent appearance of misusing of this strategy was in text 3 with a frequency of 14. In addition, the third frequent appearance of misusing this strategy was in text 5 with a frequency of 6, the fourth frequent appearance was in text 4 with a frequency of 5, and its least frequent appearance was in text 2 with a frequency of 3.

Accordingly, the data shows that 45 participants misused expansion strategy in the translation test where there was an addition of unimportant words, phrases, and sentences. This leads to conveying unwanted, unmentioned, and unrelated legal information, which in turn alters the intended meanings and distorts the legal effect of the original legal texts. This tendency to misuse the expansion strategy is owing to the participants' perception that such addition may serve to explicate the intended meaning of the source

text, in addition to their misunderstanding of the legal context. This also owing to the participants' lack of knowledge of the stylistic features of both languages, the participant's incompetence in the English linguistic system as well as the participant's unawareness of the linguistic differences between English and Arabic. This also stems from the fact that the participant was influenced by the Arabic structures.

4.2. Stylistic Challenges in the Legal Translated Texts

When comparing the participant's renditions of the Arabic legal texts and following Al-Jarf's^[5] model of the pervasive stylistic features of legal language, the analysis of the legal texts translated, as shown in **Table 2**, reveals that the stylistic challenges found in this regard respectively comprise lack of using of long and complex sentences, inappropriate tense, lack of missing lines and use of dots, absence of conditional sentences, absence of passivation or impersonality, un-capitalization, lack of nominalization, absence of unique determiners, inappropriate absence, and absence of restrictive connectors. **Table 2** displays the types of stylistic challenges, their frequency, and their percentage in each translated legal text.

Table 2. Stylistic challenges in the translated Arabic legal text.

No	Stylistic Challenges	Frequency						Percentages
		Text 1 20/20	Text 2 20/20	Text 3 20/20	Text 4 20/20	Text 5 20/20	Total 100/100	
1	The lack of using long and complex sentence	15	16	17	18	18	84	84%
2	Inappropriate Tense	19	20	15	11	15	80	80%
3	Lack of missing lines and use of dots	13	14	14	15	14	70	70%
4	Absence of Conditional sentences	0	15	14	15	16	60	60%
5	Absence of Passivation/Impersonality	1	11	11	16	17	56	56%
6	Un-capitalization	12	11	4	6	9	42	42%
7	Lack of nominalization	15	7	0	2	6	30	30%
8	The absence of unique determiners	18	3	1	4	3	29	29%
9	Inappropriate negation	0	4	0	13	1	18	18%
10	Absence of restrictive connectors	1	0	0	1	13	15	15%

4.2.1. Lack of Using Long and Complex Sentences

The current research, as revealed in **Table 3**, shows that the lack of using long and complex sentence is the most frequent type of stylistic challenge shown in the translation under analysis with a percentage of 84%. This challenge is frequently shown in texts 4 and 5 with a frequency of 18,

while the second frequent appearance of this problem was in text 3 with a frequency of 17. Furthermore, the third frequent appearance of this problem was in text 2 with a frequency of 16, and its least frequent appearance was in text 1 with a frequency of 15. **Table 3** shows the cases where there is a lack of using long and complex sentences and their occurrence in the translated legal texts.

Table 3. Lack of using long and complex sentences found in the translated legal texts.

Long and Complex Sentences	Text Number	Inappropriate Translation
وللوكيل حق التصرف بالقرض و / أو التسهيلات الائتمانية وذلك طبقاً للأحكام المنصوص عليها في عقد القرض و / أو عقد التسهيلات الائتمانية وفتح الحسابات المصرفية والسحب والإيداع منها وسحب ودائعي وأموالي من أي بنك كان.	Text 1	The attorney is granted the right to deal with the loan and/or credit facilities in accordance with the provisions set forth in the loan agreement and/or credit facilities agreement, to open bank accounts, withdraw and deposit from them, withdraw my deposits and funds from any bank. the agent shall have the right of disposal over the loan and/or the credit facilities according to the regulations provided in the loan contract and/or the contract of credit facilities, opening bank accounts, withdrawal and deposits of my deposits and funds from any banks
وأني أفضحه تفويض مطلق بتوقيع جميع الأوراق والطلبات والمعاملات الخاصة بالأمور المبنية أعلاه لدى جميع الجهات المختصة مع التزام تكافلياً وتضامنياً بكافة الالتزامات التي قد تنشأ نتيجة لاستخدام موكلتي لهذا التوكيل.	Text 1	I authorize him unconditionally to sign all documents, applications, and transactions related to the above matters with all relevant authorities, with my commitment to be jointly and severally liable for all obligations that may arise as a result of my attorney's use of this power of attorney.
وقد أوصيته بتقوى الله ومراعاته مصلحة القاصر المذكور.	Text 2	I have advised him to fear God and take into consideration the interests of the aforementioned minor.
في المجلس الشرعي المعقود لدي أنا..... قاضي..... الشرعي حضر المكلف شرعاً.....و..... المعرفان بتعريف المكلفين شرعاً..... وبعد أن تصادقا على قيام الزوجية بينهما قرر..... قائلاً:	Text 3	In the Sharia court convened before me..... the authorized Sharia judge, in the presence of the legally responsible parties.....and, who are known for legally defining the two tasks..... And after they had been married, he decided..... saying,
وقد قبلت الزوجة المذكورة ذلك واستعدت لتنفيذ مضمونه خلال المدة المذكورة.	Text 3	the wife accepting the mentioned conditions and preparing to execute its content within the specified period.
في المجلس الشرعي المعقود لدي أنا..... قاضي..... الشرعي عينت ونصبت..... ابن ابنة من سكان وصياً شرعياً ومكلفاً مرعياً على..... المرحوم.....	Text 4	In the Sharia Council held before me, Judge, the appointed and sworn Sharia Judge, I have appointed and installed....., son of, a resident of, as a legal guardian and representative over the deceased,
وأن والد توفي دون أن يقيم وصياً شرعياً ولا وصياً مختاراً من قبله، وأن القاصر دون سن البلوغ والرشد وليس ولي أب ولا جد لأب تتوفر فيه الأهلية ولا وصي مختار.	Text 4	it is noted that [.....] passed away without appointing a legal guardian and that the minor [.....] lacks a legal father or grandfather qualified for guardianship or a court-appointed guardian
وقد أوصيته بتقوى الله تعالى والقيام بشؤون هذه الوصية بما فيه الحظ والنفع لجهة.....	Text 4	I have advised him to fear God Almighty. And carry out the affairs of this will in a way that brings good fortune and benefit to ...
في يوم..... من شهر..... سنة..... حضر لدي أنا..... الكاتب العدل..... في دائرتي الرسمية الكاتبة..... السيد..... مقيم..... وطلب إلى أن أحرر عليه سنداً يتضمن ما هو أت: بما أنه تقرر إخلاء سبيل مقيم بدائرة..... و المتهم بجرم..... بكفالة مالية وقدرها..... تأميناً لحضوره في جميع المعاملات التحقيقية وجلسات المحاكمة وعند تنفيذ الحكم.	Text 5	one day..... From a month..... Year..... I got it.....The writer of justice..... in my official constituency..... Mr..... Resident..... Nickname..... He asked me to draw up a document containing what is to come: since it was decided to release the following personsHe lives in a circle.....Z. the accused of an offense..... on a financial guarantee..... In order to ensure his presence in all investigative transactions and trial hearings, when the verdict is executed

This challenge is found to be arisen from the participants' unawareness of using long and complex sentences as one of the stylistic conventions used in Arabic and English legal languages, as well as the participants' inability to identify, comprehend and use long and complex sentence in both English and Arabic as they are found unable to appropriately use a mixture of coordinating conjunctions such as

(and, but, so) and subordinating conjunctions such as the relative pronouns (that and which) which stems from lack of proficiency in English language. This in turn leads to the production of ungrammatical, unrelated, and thus incoherent legal English due to the absence of long and complex English sentences. This can be shown in the translation of the following sentences found in text 1 and text 2:

<p>ST: وحامل.....أنا الموقع أدناه الجنسية من جواز السفر رقم والصادر في وكل بموجب هذا / سند السيد من بان حامل واز السفر رقم والصادر في يقوم نيابة عني بموجب هذا التوكيل بالأقتراض والحصول على التسهيلات الإئتمانية باسمي من بنك الإسكان في ، وأن يرهن أمواله المنقولة وغير المنقولة لدى الدوائر المختصة</p>	<p>TT: I am the website below..... citizenship of the passport holder..... Number issued in.....Mr..... Issued in..... On my behalf under this power of attorney, he borrows and obtains credit facilities in my name from the housing bank in..... and to encumber my movable and immovable funds in the competent services.</p>
<p>ST: في المجلس الشرعي المعقود لدي أنا قاضي الشرعي حضر من وسكان وطلب تثبيت ولايته على القاصرتين بنات ابنه المرحوم بحضور الشاهدين والمقيمين في اللذين أخبرا بأمانته واستقامته وكفائته وأهليته</p>	<p>TT: the.....Sharia Judge... attended...of..... and residents of..... He asked to confirm his guardianship over the two minors. Daughters of his late son..... in the presence of the two witnesses.... and residing in Who informed him of his honesty, integrity, competence, and suitability?</p>

Considering the translation given in the first instance, the participant proves to ignore the importance of identifying and thus producing a long and complex English sentence, resulting in generating undesirable and inadequate translation owing to the absence of this significant stylistic feature in the TT. As a matter of fact, the participant has failed to translate the said sentence into one sentence where he/she divided this long and complex sentence into two unrelated and incoherent sentences by using commas. Additionally, the contextual meaning of this long sentence in this example is that the legal judge has hereby authorized someone to act on his behalf in doing some things, while the participant failed to convey this contextual meaning by adding the pronoun “*he*” to the second sentence which refers to someone who is not mentioned in the aforementioned long sentence. Thereby, the second sentence is not related to the first sentence.

Likewise, the participant in the second instance has not succeeded in translating the above-mentioned sentence as one sentence where the participant divided this long and complex sentence into two unrelated and incoherent sentences by using full stop. The contextual meaning of this long sentence in this example is that the legal judge has received someone who has requested him to conform his custody of the two legal minors, whereas the participant failed to convey this contextual meaning by separating the legal term “*المرحوم*” from the legal term “*القاصرتين*” where there is the absence of the relationship between “*daughters of his deceased son*” and “*the two legal minors*”. Thus, the second sentence is not related to the first sentence.

Furthermore, this verb is mistranslated literally as “*at-*

tended” as it refers to someone else other than the judge who is intended to be mentioned as the subject of this long sentence. Accordingly, it could be better to change “*attended*” into “*received*” to make it refer only to the judge in order to disambiguate the reference intended in this example. Moreover, when rendering this verb, the participant used present simple tense, which refers to the action that happened in the past and finished, while this verb intended in this example refers to the action that happened in the past and still until now. Thus, it would be better to translate this verb into “*has received*” to donate the action intended in the sentence.

4.2.2. Inappropriate Tense

Inappropriate tense, as shown in **Table 4**, is the second frequent stylistic challenge found in the data under analysis with a percentage of 80%. Moreover, this challenge is prominently shown in text 2 with a frequency of 20, while the second frequent appearance of this problem was in text 1 with a frequency of 19. Furthermore, the third frequent appearance of this problem was in texts 3 and 5 with a frequency of 15, and its least frequent appearance was in text 4 with a frequency of 11. **Table 4** shows the cases of inappropriate tense and their occurrence in the five Arabic legal texts.

The data shows that this challenge arises from the participant’s unfamiliarity with the nature and function of a certain tenses in Arabic and English as well as the syntactical divergence of using tenses in English and Arabic legal language, resulting from lack of participants’ proficiency in using tenses in the English and Arabic legal languages. This follows that the participants are unaware that Arabic

Table 4. Inappropriate tense found in the translated legal texts.

Text	Tense	Inappropriate Translation
1	أوكل	assign
2	/ وقد أوصيته/ حضر. / وطلب/ أخبرا/ فقد ثبت	informed/told/asked/attended/advised
3	/ قرر/ دفعت/ وأبرأتني/ قبلت/ واستعدت/ تأكد تقرر/ حضر/ تصادقا	assured/prepared/agreed/cleared/paid/resolved/ratified/attended/is decided
4	/ وقد أوصيته/ توفي/ عينت	appointed/died/advised/
5	أصادق/ وطلب/ حضر	attended/asked/approve

uses three tenses only (*present, past, and future*) to express actions and events compared to English which uses twelve tenses. Consequently, this inappropriate usage of tenses leads to yield erroneous and thus misleading legal informa-

tion in the TT since the intended legal function and meaning is transferred by incorrect English tenses which distort the meant legal effect and consequence in the TT. Consider the following examples:

ST: وقد أوصيته بتقوى الله تعالى والقيام بشؤون هذه الوصية بمافيه الحظ: والنفع لجهة.....	TT: I recommended him to fear God and take into account the interest of the said minor.
ST: وبعد أن تصادقا على قيام الزوجية بينهما قرر قائلا و	TT: After they ratified the establishment of marriage between them, he decided saying,
ST: إذا دفعت لي هذه الحاضرة : مبلغ خلال مدة	TT: If you paid me..... This present is a sum

As noticed in the first two examples, the participants' translations of the verbs “قد أوصيته and تصادقا” into “*ratified* and *recommended*” are considered inaccurate. This is because the fact that the participant used inappropriate tense exemplified by the past simple that refers to an action that happened in the past and finished, meanwhile these verbs denote the actions occurring in the past and still have influence in the current time. Thus, the appropriate tense that should be used to translate these verbs would be present perfect. Likewise, the participant's translation of the verb “دفعت” into “*paid*” in the third example is deemed unfitting. This is because the participant used the inappropriate tense embodied by the past simple which refers to an action that happened in the past and finished, while this verb signifies the actions that happen regularly, habits, general truths, and scheduled events. Thus, the appropriate tense that should be utilized to translate this verb would be present simple.

4.2.3. Lack of Missing Lines and Use of Dots

Khan and Khan^[19] define missing lines as the presence of lines on which the related information needs to be filled in. Missing lines and using dots can challenge in legal translation because they often signify omitted information in legal documents. This can lead to ambiguity or misinterpretation

of the text, especially in legal contexts where precision is essential. As revealed in **Table 5**, the research shows that lack of missing lines and use of dots is the third frequent stylistic challenge found in the data under analysis with a percentage of 70%. Moreover, this challenge is prominently shown in text 4 with a frequency of 15, while the second most frequent appearance of this problem was in texts 2,3, and 5 with a frequency of 14, and its least frequent appearance was in text 1 with a frequency of 13. **Table 5** illustrates the cases where there is a lack of missing lines and the use of dots and their occurrence in the translated legal texts.

The data under research shows that this challenge results from the participants' unfamiliarity with the common stylistic conventions of English legal documents and from their tendency to focus on transferring the meaning at the sacrifice of the stylistic conventions of English legal documents. This challenge is noticed to mislead the TT reader and misconstrue the legal theme highlighted by certain referenced mentioned in the ST legal documents where the significant legal information is totally absent in the TT.

This can be obvious in the participants' translations of the legal terms “وسكان..... قاض into “*judge/ resident in/nationality / on the two legal minors*” are deemed

Table 5. Lack of missing lines and use of dots found in the translated legal texts.

Text	Missing Lines and Use of Dots	Inappropriate Translation
1 / من..... وحامل جواز السفر...../ الجنسية...../الموقع أدناه رقم..... والصادر في..... بتاريخ...../ السيد...../ من...../ حامل جواز السفر...../ رقم...../ والصادر في...../ من بنك الإسكان.....	the signatory/nationality/from and holding a passport/ number issued in/date/Mr/from/holding passport/ number/ issued in/from the housing bank
2	لدي أنا...../ قاضي..... الشرعي/ حضر..... من...../ وسكان..... على القاصرتين...../ بنات ابنه المرحوم...../ بحضور الشاهدين...../ والمقيمين في.....	by me/judge/appeared from/resident in/the two legal minors/daughter of his deceased son/in the presence of the two witnessed/resident in
3	لدي أنا...../ قاضي...../ المكلف شرعا.....و...../ المكلفين شرعا...../..... إذا دفعت لي...../ مبلغ...../ الزوجة..... المذكورة/ رقم...../..... تاريخ...../ الصادرة عن محكمة.....	by me/ judge/the legal responsible person and/the two legal responsible persons/if pays me/a sum of/the mentioned wife/number/date/issued by the legal court
4	لدي أنا...../ قاضي...../ عينت ونصبت...../ ابن ابنه...../ من سكان...../ متكلما مرعيا على...../ المرحوم...../ شيء من..... باسم...../ كل واحد من...../ والد...../ القاصر...../ وليس..... لجهة.....	by me/judge/appointed and appointed/son/daughter/ from population/ caring speaker on/late/anything from/name/everyone from/father/ minor/non/to one side
5	يوم...../ من شهر...../ سنة...../ لدي أنا...../ الكاتب العدل..... الكاتبة...../ السيد...../ مقيم...../ الملقب...../ إخلاء سبيل..... مقيم بدائرة...../ المتهم بجرم...../ بكفالة مالية وقدرها..... يدفع.....	day/month/year/by me/the writer of justice/located in/ Mr/resident in/ nicknamed/release/resident in circle/ suspect of/ by guarantee with a sum/pay

imprecise and undesirable because the participant deleted the missing lines following the mentioned legal terms which causes incomprehensibility, ambiguity, and confusion for the recipient since these missing lines are provided to be filled by important information concerning these two legal terms. Thus, the desirable and accurate translations for these legal terms would be “*legal judge...../resident in...../of.....nationality/on the two legal minors.....*”.

4.2.4. Absence of Conditional Sentences

Altarabin^[3] points out that the English legal language uses certain positive phrases such as *if, when, where, whenever, in the event that, provided that, in the case that, even if, should* and negative phrases such as *unless, failing, should not and so on* to show conditions and hypotheses. Arabic legal language, similar to English employs certain phrases such as *إذا، وإعكس ذلك* and the particle *إن* followed by present tense or the particle *إن* preceded by the preposition *على* to express if clause as well as certain words such as *يدفع* and *تكون، يقبل* as simple present to express main clause. This challenge, as displayed in **Table 6**, is evident in the data where the fourth frequent stylistic challenge found in the data under analysis with a percentage of 60% is the absence of conditional sentences. In addition, this challenge is prominently shown in text 5 with a frequency of 16, while the second most frequent appearance of this problem was in texts 2 and 4 with a frequency of 15, and its least frequent

appearance was in text 3 with a frequency of 14. **Table 6** shows the cases where there is a lack of conditional sentence and their occurrence in the translated legal texts.

This can be attributed to the fact that Arabic and English legal contexts have different ways of expressing conditional clauses, in addition to the participant’s lack of knowledge in identifying the conditional clauses in Arabic sentences as well as conveying the conditional clauses adequately in the English language. Thereby, distorting the conditional clauses that impeded the intended legal effect in the English translated text since the conditionality of legal consequences suggested by these clauses are either misinterpreted or left missing in the TT. This can be demonstrated in the following example found in texts 3 and 5:

As noticed in the first conditional sentence, the participants failed to convey fittingly into English the conditional Arabic clauses expressed by the Arabic conditional conjunction “على أن”، and the main Arabic conditional clauses expressed by “إلا”. Furthermore, the participant can’t identify the Arabic conditional conjunction “على أن”، which expresses the if clause since the participant misinterprets this conjunction as “*however*”, while it means “*provided that*”. Hence, this conditional conjunction could be best translated into English as “*provided that*”. In actual fact, the contextual meaning of “إلا” in this example is that if the aforementioned guardian has a written legal authorization, he shall have the right to sell, rent, and mortgage anything form, whereas the participant mistranslated this main clause “into “*written*

Table 6. Absence of conditional sentences found in the translated legal texts.

No	Conditional Sentences	Text Number	Inappropriate Translation
1	على أن لا يحق للمذكور بيع شيء من أموالها أو رهنها إلا بإذن خطي من المحكمة الشرعية المختصة.	Text 2	He is prohibited from selling or mortgaging their property without written authorization from the competent Sharia Court.
2	إذا دفعت لي هذه الحاضرة مبلغ..... خلال مدة وأبرأني من..... أبراء عاماً مانعاً لكل حق ودعوى ونزاع تكون طالقاً مني طلاقاً واحدة بآئنة تملك بها نفسها.	Text 3	If [.....] within [.....] and releases him from [.....], she shall be granted an irrevocable divorce, finalizing her independence with a single, conclusive divorce,
3	على أن لا يحق للوصي المذكور بيع شيء من ورهنها وتأجيرها ولا يوكل وكالة عامة ولا يقبض مبلغاً من المال باسم أكثر من خمسة وعشرين جنيهاً إلا بإذن خطي شرعي من المحكمة.	Text 4	However, the appointed guardian is not authorized to sell, mortgage, rent out, or grant a general power of attorney regarding the property of the deceased, nor to receive any sum exceeding twenty-five pounds in the name of [.....] without written judicial permission from the Sharia Court
4	وأن تأخر عن إحضاره يدفع لصندوق بلا تعلل وبدون حاجة إلى إخطار أو محاكمة.	Text 5	Any delay in bringing him shall be paidThe Fund is without reason, without the need for notification or trial.
5	وبعكس ذلك يقبل بما يترتب عليه قانونياً.	Text 5	Otherwise, he accepts his legal consequences.

على أن لا يحق للوصي المذكور بيع شيء من ورهنها وتأجيرها ولا يوكل وكالة عامة ولا يقبض مبلغاً من المال باسم أكثر من خمسة وعشرين جنيهاً إلا بإذن خطي شرعي من المحكمة	TT: TT: However, the appointed guardian is not authorized to sell, mortgage, rent out, or grant a general power of attorney regarding the property of the deceased, nor to receive any sum exceeding twenty-five pounds in the name of [.....] without written judicial permission from the Sharia Court.
وبعكس ذلك يقبل بما يترتب عليه قانونياً	TT: Otherwise accepts his legal consequences.

judicial permission” which is not common legal expression. Thus, this main clause could be best translated into “*unless having*”.

The same holds true for the second conditional sentence where the participants failed to transfer appropriately into English the conditional Arabic clauses expressed by the Arabic conditional conjunction “ *وبعكس ذلك* ”, and the main Arabic conditional clauses expressed by “ *يقبل* ”. The contextual meaning of “ *وبعكس ذلك* ” in this example is that if the things that is mentioned in text 5 doesn’t occur, the guarantor shall accept the legal consequences against him, whereas the participant mistranslated this conditional conjunction “into “*otherwise*” where is the absence of the contextual meaning of this conditional conjunction. Thus, this conditional conjunction could be best translated into “if this does not occur”. Furthermore, the contextual meaning of the main clause “ *يقبل* ” in the legal context is expressing an obligation action, which is expressed by using the modal verb “*shall*”, whereas this term is mistranslated into “*accepts*” where there is absence of the function of the modal verb “*shall*”. Moreover, the participant used present simple,

which refers to habitual actions, general truths, and routines, when he/she translated the main clause “ *يقبل* ” instead of using the modal verb “*shall + base verb*”. Hence, this main clause could be best translated into “*shall accept*”.

4.2.5. Absence of Passivation

Passivation is a distinct stylistic feature of English legal discourse that is commonly deployed to maintain objectivity, impersonality, and formality. Therefore, it’s important to maintain passivation in the target text to reflect these deliberately legal aspects in the translated text as unawareness of this feature may lead to unacceptable or undesirable translation. Nevertheless, the data, as illustrated in **Table 7**, shows that the absence of passive sentences is the fifth most frequent type of stylistic challenge found in the translations of participants with a percentage of 56%. In addition, this challenge is prominently shown in text 5 with a frequency of 17, while the second frequent appearance of this problem was in text 4 with a frequency of 16. In addition, the third frequent appearance of this problem was in texts 2 and 3 with a frequency of 11, and its least frequent appearance was in text

Table 7. Absence of passivation in the translated legal texts.

Passivation	Text Number	Inappropriate Translation	Appropriate Translation
لذلك فقد ثبت ولايته على القاصرتين المذكورتين.....	Text 2	Therefore, he established his guardianship over the two minors the two mentioned.	Accordingly, it has been confirmed is custody of the aforementioned legal minors
تأكد لي قيام الزوجية بينهما بموجب وثيقة عقد الزواج رقم تاريخ..... الصادرة عن محكمة..... الشرعية، وعليه تقرر تسجيله للاعتماد عليه.	Text 3	The marriage between them is confirmed by the marriage contract document No.....The date of..... the Sharia Court, so it is decided to register him for reliance	I have been ascertained the state of marriage between them under the Certificate of Marriage No..... dated..... Issued by the Legal Court..... Accordingly, it has been decided to record it as conformation.
وقد تحقق إلينا أهليته وأمانته	Text 4	His eligibility and trustworthiness have been verified	His eligibility and honesty have been confirmed in our presence.
وذلك باخبار كل واحد من	Text 4	This is by informing each one of	This is confirmed by
إنه يكفل المتهم المذكور ويتعهد بإحضاره عند كل طلب يصدر بحقه من الجهة المختصة في هذه القضية وعند تنفيذ الحكم.	Text 5	The aforementioned accused undertakes and guarantees to present himself at every request issued against him by the competent authority in this case and upon execution of the judgment.	The aforementioned accused has been stand bail for and undertaken to bring him to every request issued regarding him by the competent authority of this case and at the implementation of the sentence.

3 with a frequency of 14. **Table 7** shows passivation, their occurrence, their inappropriate, and appropriate translation in each text.

The research reveals that this challenge can be attributed to the participants' unfamiliarity with passivation and impersonality as one of the main stylistic features of

English legal text and to their inability to form passive sentences owing to their lack of proficiency in English. This absence of passivation is shown to lead to undesirable and inadequate translation as shown in the mistranslation of the following Arabic sentences into English:

ST: لذلك فقد ثبت ولايته على القاصرتين المذكورتين.....	TT: Therefore, he established his guardianship over the two minors the two mentioned.
ST: تأكد لي قيام الزوجية بينهما بموجب وثيقة عقد الزواج رقم تاريخ..... الصادرة عن محكمة..... الشرعية، وعليه تقرر تسجيله للاعتماد عليه.	TT: The marriage between them is confirmed by the marriage contract document No.....The date of..... the Sharia Court, so it is decided to register him for reliance.

Considering the first example mentioned above, the participant mistranslated the passive verb “ثبت” into “established”. This stems from the fact that the participant didn't realize that this verb is a passive voice. Thus, the participant translated this verb as an active voice using “present simple tense”. Moreover, the participant used inappropriate equivalence when translating the passive verb “ثبت” into “established” since “established” indicates something that has been set up, recognized, or accepted as true or valid based on evidence or authority, while “has been confirmed” denotes something that has been verified, validated, or made certain. This leads to unacceptable and inadequate translation. Thereby, the accurate translation for this passive verb is “has

been confirmed”. Similarly, in the second example, the participant's translation of the verb “تأكد” into “is confirmed” is an inaccurate translation. This is arising from the participant using the less accurate equivalence “confirmed” instead of the most accurate equivalence “ascertained”. Moreover, the participant used inappropriate tense represented by the present simple which indicates actions that happen regularly, habits, general truths, and scheduled events, while the SL intended verb refers to an action that has happened in the past and has influence until the current time. Consequently, the accurate translation for this term is “have been ascertained”. This follows that the participants need to produce passive equivalence in the English text to maintain the impersonal

and objective style of the legal concepts.

4.2.6. Un-Capitalization

Capitalization is generally viewed as a significant stylistic legal feature whereby the importance of the legal them in question is highlighted. Accordingly, the ignorance of this crucial feature contributes to the distortion of the legal theme meant in the SL. As seen in **Table 8**, this challenge is evident in the data where un-capitalization was the sixth most frequent type of stylistic challenge shown in the translation

under analysis with a percentage of 42%. This challenge is prominently shown in text 1 with a frequency of 12, while the second frequent appearance of this problem was in text 2 with a frequency of 11. In addition, the third frequent appearance of this problem was in text 5 with a frequency of 9, the fourth frequent appearance of this problem was in text 4 with a frequency of 6, and its least frequent appearance was in text 3 with a frequency of 4. **Table 8** displays capitalization, their occurrence, their inappropriate and appropriate translation in each text.

Table 8. Un-capitalization in the translated legal texts.

No	Capitalization	Text Number	Inappropriate Translation	Appropriate Translation
1	بان يقوم نيابة عني بموجب هذا التوكيل بالأقراض والحصول على التسهيلات الائتمانية باسمي من بنك الإسكان في.....	Text 1	housing bank	Housing Bank
2	توكيل خاص	Text 1	special power of attorney for borrowings	Special Power of Attorney
3	شهادة حضانة طفل	Text 2	child custody certificate	Certificate of Custody
4	على أن لا يحق للمذكور بيع شيء من أموالها أو رهنها إلا بإذن خطي من المحكمة الشرعية المختصة	Text 2	competent sharia court	Competent Legal Court
5	وقد أوصيته بتقوى الله	Text 2	god	God
6	طلاق معلق	Text 3	pending divorce	Certificate of Conditional Divorce
7	تأكد لي قيام الزوجية بينهما بموجب وثيقة عقد الزواج رقم.....تاريخ.....	Text 3	marriage contract	Certificate of Marriage
8	تأكد لي قيام الزوجية بينهما بموجب وثيقة عقد الزواج رقم.....تاريخ.....الصادرة عن محكمة.....الشرعية	Text 3	sharia court	Legal Court
9	حجة وصاية	Text 4	guardianship certificate	Certificate of Guardianship
10	وقد أوصيته بتقوى الله تعالى	Text 4	god	God
11	بسند كفالة	Text 5	bail bond	Bail Bond

The data of the current study shows that this challenge can be attributed to the participants' unfamiliarity with the significance of capitalization in the legal language, its importance in legal language in particular and in English language in general as well as its function in showing the significance of the respective proper names, titles, and specific names. Furthermore, this challenge is shown to result from the participants' lack of proficiency in the English language and its stylistic features. This failing to capitalize the proper names, titles, and specific terms in English, as shown in the present study, prevents the reader from identifying the legal importance intended by capitalizing the respective legal terms. and

thus, the intended legal effect is not achieved in the TT. In this regard, the data shows that this problem appeared mainly in titles of the Arabic legal texts, however, it also appeared in the contents of the Arabic legal texts. Consider the following examples: The participants' translations of the title “*شهادة حضانة طفل*” and the proper name “*الله*” into “*god and child custody certificate*” are inappropriate since the function of capitalization in showing the significance of this title and the proper name is totally absent in the English translation. The appropriate translations for this title and the proper name could be “*God and Certificate of Custody*” by using capitalization. By the same token, the participant mistranslated the

proper names “وثيقة عقد and المحكمة الشرعية المختصة” into “*competent sharia court and marriage contract*” as the participant un-capitalized these proper names within legal translation process which leads to the absence of capitalization’s function and the loss of the legal importance of these legal terms in the TT. Thus, these proper could be best translated into “*Competent Legal Court and Certificate of Marriage*”.

4.2.7. Lack of Nominalization

In line with^[19], Khan and Khans’ view ,2015, the findings of the current data shows that nominalization was the

seventh most frequent type of stylistic challenge shown in the translation under analysis with a percentage of 30%. According to the data under analysis, as noticed in **Table 9**, this challenge is prominently shown in text 1 with a frequency of 15, while the second most frequent appearance of this problem was in text 2 with a frequency of 7. In addition, the third frequent appearance of this problem was in text 5 with a frequency of 6, and least frequent appearance was in text 4 with a frequency of 2. **Table 9** presents nominalization, their inappropriate, and appropriate translation and their occurrence in each text.

Table 9. Lack of nominalization in the translated legal texts.

No	Nominalization	Text Number	Inappropriate Translation	Appropriate Translation
1	بان يقوم نيابة عني بموجب هذا التوكيل بالأقتراض والحصول على التسهيلات الائتمانية باسمي من بنك الإسكان في.....	Text 1	To borrow	Borrowing
2	بان يقوم نيابة عني بموجب هذا التوكيل بالأقتراض والحصول على التسهيلات الائتمانية باسمي من بنك الإسكان في.....	Text 1	To obtain	Obtaining
3	وأن يرهن أموال المنقولة وغير المنقولة لدى الدوائر المختصة	Text 1	To pledge	Mortgaging
4	وفتح الحسابات المصرفية والسحب والإيداع منها وسحب ودائعي وأموالي	Text 1	To open	Opening
5	على أن لا يحق للمذكور بيع شيء من أموالها أو رهنها إلا بإذن خطي من المحكمة الشرعية المختصة	Text 2	Has not authorize	With no entitlement
6	ولا يقبض مبلغاً من المال باسم أكثر من خمسة وعشرين جنيهاً إلا بإذن خطي شرعي من المحكمة	Text 4	Except with written permission	Except having legal written authorization
7	تأميناً لحضوره في جميع المعاملات التحقيقية وجلسات المحاكمة وعند تنفيذ الحكم	Text 5	Carry out	The implementation
8	فإنه يكفل المتهم المذكور ويتعهد بإحضاره عند كل طلب يصدر بحقه من الجهة المختصة	Text 5	Bring	Bringing

The present research shows that this challenge arises from the participants ‘unfamiliarity with the fact that the English legal language prefers using nouns instead of verbs to gain objectivity, clarity, accuracy, and formality which are very important to achieve the legal effect. Additionally, this problem is proven to stem from the lack of the participant’s English skills in producing nominalization. Thereby, this leads to failure to produce objectivity and formality in the English translated text. This can be revealed in the participants’ mistranslation of the legal nouns “تنفيذ and فتح” into *execute and open*. The participants transformed these nouns into verbs which led to the absence of the function of nominalization which led to lose accuracy, clarity and formality in the translated legal text. In addition, the participant used

inappropriate equivalence when he/she translated the legal noun “تنفيذ” into “*execution*” because “*executions*” refers to carrying out or performing a specific action or decision, while the contextual meaning of this legal noun denotes the process of putting a plan, policy, or law into effect or practice. Hence, the appropriate and accurate translation for these nouns could be “*implementation and opening*”. Additionally, the participants’ translations of the nouns “بالإقتراض and الحصول” into “*to borrow and to obtain*” were deemed undesirable because the participant opts for the verbal form of these legal terms instead of their nominal ones. Thus, this absence of the significance of these intended nominalized entities produces unclear and inaccurate legal translation. The accurate and desirable translation for these nouns would

be “*borrowing and obtaining*”.

4.2.8. Absence of Unique Determiners

This distinct stylistic feature of English language is typically regarded as a fundamental component of English legal system for the purpose of signaling particular legal interpretations conveyed by these determiners as well as highlighting the respect and formality to the intended legal theme. However, the data of the present study shows that the absence of unique determiners was the eighth most frequent type of

stylistic challenge shown in the translation under analysis with a percentage of 29%. According to the data under analysis, as illustrated in **Table 10**, this challenge is prominently shown in text 1 with a frequency of 18, while the second most frequent appearance of this problem was in text 4 with a frequency of 4. Moreover, the third frequent appearance of this problem was in texts 2 and 5 with a frequency of 3, and its least frequent appearance was in text 3 with a frequency of 1. **Table 10** presents unique determiners, their inappropriate and appropriate translation, and their occurrence in each text.

Table 10. Lack of unique determiners found in the translated legal texts.

Unique Determiners	Text Number	Inappropriate Translation	Appropriate Translation
وأني أفوضه تفويض مطلق بتوقيع جميع الأوراق والطلبات والمعاملات الخاصة بالأمور المبنية أعلاه	Text 1	The above matters	The affairs above-mentioned
التي قد تنشأ نتيجة لاستخدام موكلي لهذا التوكيل.	Text 1	For this agency	The said power of attorney
وقد أوصيته بتقوى الله ومراعاته مصلحة القاصر المذكور.	Text 2	The mentioned minor	The aforementioned minor
واستعدت لتنفيذ مضمونه خلال المدة المذكورة	Text 3	The mentioned duration	The aforementioned period.
وقد قبلت الزوجة.....المذكورة ذلك	Text 3	The mentioned wife	The aforementioned wife
على أن لا يحق للوصي المذكور بيع شيء منورهنها وتأجيرها	Text 4	The mentioned trustee	The aforementioned guardian
فإنه يكفل المتهم المذكور ويتعهد بإحضاره عند كل طلب يصدر بحقه من الجهة المختصة	Text 5	The mentioned suspect	The aforementioned accused

The data reveals that this challenge can be basically owing to the participants' unawareness of the legal unique determiners and their functions in English legal language. This is noticed, for instance, in the participants' translations of the legal term “*الأمور المبنية أعلاه*” into “above matters”, which are considered unacceptable and inadequate. The participant failed to use the specific determiner “above-mentioned,” which is commonly used in legal language. Instead, they relied on machine translation, resulting in the literal translation “above matters”, which lacks formality and distorts the intended legal effect. Additionally, the participant used an inappropriate legal equivalence by translating “*الأمور*” as “matters”. The term “matters” implies a broader scope, encompassing a wide range of subjects or topics, while “affairs” denotes personal or private issues. This choice distorted the contextual meaning of “*الأمور*” which indicates private or personal matters. Therefore, the best translation for this legal term would be “the affairs above-mentioned”.

Similarly, the participant mistranslated the legal term “*لهذا التوكيل*” into “for this agency” because they failed to use the unique determiner “the said”, which is convention-

ally used in legal language to express “this.” This mistranslation of “*لهذا*” as “this” results in a lack of formality and distorts the specific legal senses raised by this determiner. Additionally, the participant provided a literal translation of “*التوكيل*”, ignoring its highly specialized meaning of “special power of attorney.” Therefore, the best translation for this legal term would be “the said power of attorney”. The same holds true for the participants' translation of the legal term “*الزوجة المذكورة*” into “the mentioned wife”, which is also deemed unacceptable and inappropriate. The participant failed to use the unique determiner “aforementioned,” which is typically utilized in legal language. Instead, they relied on machine translation and produced a literal translation, “the mentioned wife,” which lacks the specificity required in legal terminology. The appropriate translation of this legal term is “aforementioned wife”.

4.2.9. Inappropriate Negation

The difference in expressing negation between Arabic and English, as revealed in the current research, is proven to complicate the translation of the Arabic legal texts into

English. The data shows that negation was the ninth most frequent type of stylistic challenge shown in the translation under analysis with a percentage of 18%. According to the data under analysis, as revealed in **Table 11**, this challenge is prominently shown in text 4 with a frequency of 13, while

the second most frequent appearance of this problem was in text 2 with a frequency of 4, and its least frequent appearance was in text 5 with a frequency of 1. **Table 11** exhibits negations, their inappropriate and appropriate translation, and their occurrence in each text.

Table 11. Inappropriate negation in the translated legal texts.

No	Negations	Text Number	Inappropriate Translation	Appropriate Translation
1	على أن لا يحق للمذكور بيع شيء من أموالها أو رهنها إلا بإذن خطي من المحكمة الشرعية المختصة	Text 2	Shall no	Shall not
2	على أن لا يحق للوصي المذكور بيع شيء من ورثتها وتأجيرها	Text 4	Shall no	Shall not
3	ولا يوكل وكالة عامة ولا يقبض مبلغاً من المال باسم	Text 4	No assign	Shall not authorize
4	وأن القاصر دون سن البلوغ والرشد وليس ولي أب ولا جد لأب تتوفر فيه الأهلية ولا وصي مختار	Text 4	Not father or grandfather's side who has capacity	Has no eligible guardian either father or grandfather
5	وأن القاصر دون سن البلوغ والرشد وليس ولي أب ولا جد لأب تتوفر فيه الأهلية ولا وصي مختار	Text 4	No Chosen trustee	Nor appointed guardian
6	وأن تأخر عن إحضاره يدفع لصندوق بلا تعلل وبدون حاجة إلى إخطار أو محاكمة	Text 5	Without no need	Without the need

Based on the current data, this challenge is shown to stem from the participants' unawareness of the difference between English and Arabic in conveying negations and their lack of properly using English negative markers including adverbs, pronouns and determiners to express English negated sentences, which thus resulted in producing ungrammatical and odd English negation. This can be illustrated in the participants' translations of the negated term “دون حاجة” into “*without no need*” are deemed inadequate because the participant didn't translate the term “حاجة دون” appropriately into English since they used ungrammatical and odd English negation when rendering it as “*without no need*” due to their lack of proficiency in English negative marker represented by the negative adverbs “without”, which is the adequate translation for this negated term. Likewise, the participants' translations of the negated phrase “فيه الأهلية ولا وصي مختار” into “*not father or grandfather's side who has capacity*” and “*no chosen trustee*” are deemed inaccurate because the participant didn't translate this Arabic negated phrase appropriately into English as they used ungrammatical and odd English negation due to his lack of proficiency in producing appro-

priate English negative determiners represented by **no/nor**. Furthermore, the participant used less accurate equivalence when translating the adjective “تتوفر فيه الأهلية” into “*capacity*” instead of using the most accurate equivalence, which is “*eligible*”. Thus, the accurate translation for this negated phrase would be “*no eligible guardian either father or grandfather*” and “*nor appointed guardian*”.

4.2.10. Absence of Restrictive Connectors

Absence of restrictive connectors is shown to be the least prominent type of the stylistic challenges found in the translation under analysis with a percentage of 15%. According to the data under analysis, as seen in **Table 12**, this challenge is prominently shown in text 5 with a frequency of 13, and its least frequent appearance was in texts 1 and 4 with a frequency of 1. **Table 12** delineates the restrictive connectors, their inappropriate and appropriate translation, and their occurrence in each text.

The data reveals that this challenge is primarily arisen from the participants' unawareness of using restrictive connectors in English and Arabic, their lack of knowledge of the semantic nature of the English legal language and legal

Table 12. Absence of restrictive connectors in the translated legal texts.

No	Restrictive Connectors	Text Number	Inappropriate Translation	Appropriate Translation
1	وأني أفوضه تفويض مطلق بتوقيع جميع الأوراق والطلبات والمعاملات الخاصة بالأمور المبنية أعلاه	Text 1	Transactions for the use of the above built matters	Private transactions related to the affairs above mentioned
2	وقد أوصيته بتقوى الله تعالى والقيام بشؤون هذه الوصية بما فيه الحظ والنفع لجهة.....	Text 4	The affairs of this will	All tasks related to this guardianship
3	فإنه يكفل المتهم المذكور ويتعهد بإحضاره عند كل طلب يصدر بحقه من الجهة المختصة في هذه القضية	Text 5	Every request issued by	Every request issued regarding him

terms, their high dependence on machine translation apps, and their misinterpretation of the legal context. This challenge, as revealed in the current data, leads to distort the clarity and specificity meant by using these restrictive connectors that need to be reflected in the TT so as to demonstrate the limitations and exceptions associated by these particular legal connectors. Furthermore, it is noted in that the participants opted for replacing these legal restrictive connectors by propositional phrases.

This can be explicated in the participant's translation of the legal term “المعاملات الخاصة بالأمور” into “*transactions for the use of the above built matters*” where the legal connector “*related to*”, that typically used to specify the legal reference in question, is missing and replaced by the propositional phrase “*for the use of*” as a result of the participants' reliance on literal and machine translation. Thus, the limitation of the “*transactions*” to the “*affairs*” stated in the SL is inadequately and oddly conveyed in the English legal text.

Likewise, the participant's translation of the legal term “أي طلب يصدر بحقه” into “*any request issued by*” is deemed inadequate and misleading since the participants fail to use the restrictive connector “*regarding*”, which needs to be used in this legal context to designate the requests issued concerning the respective accused. Instead, this legal restrictive connector is replaced by the proposition “*by*” which causes confusion and difficulty for the reader as to identifying the respective accused and the respective legal authority meant in this legal context. Hence, this translation distorts the legal theme meant in this context and could have serious legal implications accordingly.

5. Conclusions

The present paper reveals a plethora of legal stylistic challenges in the Arabic translated texts primarily crystallized by the lack of complex sentences, appropriate tense, lines and use of dots, conditional sentences, and passivation, which therefore play the crucial role in deforming the legal themes and functions originated by these stylistic properties in the Arabic legal texts. While un-capitalization and the lack of nominalization, unique determiners, appropriate negation and restrictive connectors partly account for the difficulties revealed. These challenges are shown to be attributable to the ineptness and inexperience in the SL and TL stylistic conventions, not to mention the lack of mastery in the source and target languages' grammatical structures. This is also inferable by the misuse of convenient translation strategies appearing in literal and through translation as well as unnecessary reduction and addition of SL words and sentences. The paper also deduces that satisfying the target legal language's legal style stands to be an indispensable part of adequate rendition of the respective legal text. Over and above, legal and linguistic competence prove to be a make-or-break element for accomplishing this goal.

These findings could have potential reflections on the domain of the legal translation courses provided for the translation trainees and students in the view that a considerable attention needs to be paid for the weightiness of recognizing and employing these SL and TL fundamental stylistic features when translating a legal text. Furthermore, The Legal Translation Courses should offer special and sufficient sections which enrich students' knowledge regarding the stylistic variations between Arabic and English Legal Language System wherein supplementary practical exercises are provided for

the targeted Legal Translation students and trainees thereby overcoming the expected stylistic challenges.

Author Contributions

Conceptualization, M.-B.A. and L.A.; methodology, N.D., software, Z.B.Y.; validation, L.A. and Z.B.Y.; formal analysis, L.A.; investigation, resources, Z.B.Y.; writing—original draft preparation, M.-B.A.; writing—review and editing N.D.; supervision, M.-B.A. All authors have read and agreed to the published version of the manuscript.

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References

- [1] Catford, J.C., 1965. *A linguistic Theory of Translation*. Oxford University Press: London, UK.
- [2] El-Farahaty, H., 2015. *Arabic–English–Arabic Legal Translation*. Routledge: New York, NY, USA.
- [3] Altarabin, M., 2021. *The Routledge Course on Media, Legal and Technical Translation*. Routledge: New York, NY, USA.
- [4] Thanh, H., 2023. Learners' Obstacles in the Translation of Legal Texts Between English and Vietnamese. *International Journal of Linguistics and Translation Studies*. 4(4), 61.
- [5] Al-Jarf, R., 2023. Problems of Identifying Lexical and Syntactic Features of Legal Documents by Undergraduate EFL Students. *Journal of Pragmatics and Discourse Analysis*. 2(1), 31–39.
- [6] Aoul, A., 2022. Issues in Legal Translation: Challenges and Suggestions. *International Journal of Science and Research*. 12(4), 731–734.
- [7] White, J., 1982. Law as language: Reading law and reading literature. *Texas Law Review*. 60, 415–445.
- [8] Šarčević, S., 2000. *New Approach to Legal Translation*. Kluwer Law International: London, UK.
- [9] Smith, S.A., 1995. Culture clash: Anglo-American case law and German civil law in translation. *Translation and the Law*. 8, 179–197.
- [10] Gaber, J., 2005. *A textbook of translation: Concept, method, practice*. University Book House: Al-Ain, The United Arab Emirates.
- [11] Bostanji, A.J., 2010. *Legal Translation in Saudi Arabia: a Contrastive Analysis of Linguistic Challenges Encountered by Practitioners* [Doctoral dissertation]. University of Western Sydney: Penrith, Australia.
- [12] Ali, H., 2016. *Legal Contract Translation Problems: Voices from Sudanese Translation Practitioners*. *Arab World English Journal*. 9(5), 124.
- [13] Abdulwahid, M., Hamzah, Z., Hajimaming, P., et al., 2017. Translating Legal Collocations in Contract Agreements by Iraqi EFL Students-Translators. *International Journal of Education and Literacy Studies*. 5(1), 55.
- [14] El-Sadik, M., 2018. *Difficulties and Problems That Encounter BA Students at private Jordanian Universities when Translating Lexical Legal Term*. Doctoral Dissertation. Middle East University: Eutaw, Jordan.
- [15] Rababah, L., Alshehab, M., 2020. Lexical Legal Problems Committed by Translation Students When Translating English Legal Sentences into Arabic at Jadara University in Jordan. *Asian EFL Journal*. 27(2), 193.
- [16] Al-Awawdeh, N., AlShamayleh, N., 2023. Assessment of the Difficulties and Solutions for the Translation of English Legal Terms into Arabic. *Journal of Namibian Studies*. 33, 236.
- [17] Alshaikh, N., 2022. Problems of Translating Legal Contracts: Perspectives of Saudi Translation Students. *Journal of Politics and Law*. 15(2), 50.
- [18] Cosmulescu, A., 2021. Views on the Complexity of Legal Translation. *Romanian Journal of English Studies*. 18(1), 137–144.
- [19] Khan, R., Khan, S., 2015. Stylistic Study of Legal Language. *International Journal of Engineering Research and General Science*. 3(1), 635–636.
- [20] Lahlali, E., Abu Hatab, W., 2014. *Advanced English–Arabic Translation: A practical Guide*. Edinburgh University Press: Edinburgh, UK.
- [21] Kordić, L., 2020. Specific Issues and Challenges in Translating EU Law Texts. *Athens Journal of Humanities*. 7(3), 235–254.
- [22] AL-Harabsheh, A., 2018. *A Practical Course in Legal Translation (English-Arabic-English)*. The National Library: Amman, Jordan.

- [23] Tiersma, P., 1999. *Legal Language*. University of Chicago Press: Chicago, IL, USA.
- [24] Cummins, R., 1997. *Basics of Legal Document Preparation*. Delmar Publishers: New York, NY, USA.
- [25] Newmark, P., 1988. *A Textbook of Translation*. Prentice-Hall International: London, UK.
- [26] Hassan, B., 2019. *Working with Different Text Types in English and Arabic*. Cambridge Scholars Publishing: Cambridge, UK.
- [27] Salih, K., 2018. Difficulties and Challenges of Translating Legal Texts from English into Arabic. *The Scientific Journal of Cihan University – Sulaimanyia*. 2(2), 9–20.
- [28] Jabak, O., 2022. Contrastive Analysis of Arabic-English Translation of Legal Texts. *Journal of Language Teaching and Research*. 13(2), 299–307.
- [29] Alrishan, A., 2018. Difficulties EFL Translation Students Face in Translating Legal Texts into Arabic. *Journal of Arts Research*. 7(19), 3–4.
- [30] Hasan, S., 2020. *The Certified Translator Guide and Translation Forms*. Dar Al-Munjjid: Amman, Jordan.