

A Comparative Study of Arabic and English Legal Texts

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Abstract:

This study examines the challenges of translating legal texts between English and Arabic, focusing on lexical difficulties and the accurate rendering of legal terminology. It highlights the linguistic, and legal differences that affect legal equivalence and contextual meaning and analyzes the strategies used to address these issues. The study concludes that accurate legal translation requires specialized expertise, professional training, strong knowledge of both legal systems, and the use of reliable electronic dictionaries and parallel corpora.

Keywords: English–Arabic legal translation; legal discourse; lexical equivalence; legal systems; legal linguistics

1. Introduction

Legal discourse is distinguished by its specialized vocabulary, syntactic structures, and stylistic conventions. The complexity of translating legal discourse stems from the differences between legal systems and linguistic structures across languages. In addition, the technical nature of legal language and the core dimensions of register—namely “field,” “mode,” and “tenor”—further complicate the translation process (Hatim & Mason, 1990, p. 50).

This study first examines the three categories of legal register - “field,” “mode,” and “tenor” - with illustrative examples where appropriate (Hatim & Mason, 1990, p. 50). It then reviews the key similarities and differences between Arabic and English legal discourse, focusing on three principal aspects: lexical, syntactic, and textual features of the texts.

Moreover, this study highlights the major challenges associated with translating legal texts between English and Arabic, particularly the recurring lexical difficulties encountered in English–Arabic legal translation and the procedures commonly employed in rendering legal terminology across the two languages.

2 Legal Register

Legal discourse may be analyzed according to three principal dimensions: the field of discourse, the mode of discourse, and the tenor of discourse.

Field of discourse, a central component of register theory in neo-Firthian linguistics, is widely regarded as one of the principal categories used to describe language varieties (Gregory, 1967; Benson & Greaves, 1973; Halliday, 1978). Gregory and Carroll (1978, p. 7) define field, together with mode and tenor of discourse, as concepts associated with the role assumed by language users within a communicative event. According to them, these categories “refer to the institutional setting in which a piece of language occurs.”

More specifically, the field of discourse relates to the user’s purposive role and concerns what the language is about, the type of experience being expressed, and the activity taking place through language. In contrast, the mode of discourse refers to the extent to which a text is characterized by written or spoken language. Tenor concerns the level of formality or informality in communication.

In the following example, translated by Hatim, Shunnaq, and Buckley, the field of discourse relates to the literature of a وصايا (حجة وصايا - certificate of guardianship). (1995, p. 84).

Arabic Text (ST)	Translation (TT)
<p>حجة وصايا: في المجلس الشرعي المعقود لدي أنا قاضي الشرعي ----- عينت ونصبت ----- ابنة</p> <p>ابن ----- من سكان ----- وصياً شرعياً / وامتكماً مرعياً على ----- المرحوم ----- على ان لا يحق للموصي المذكور بيع شيء من ورهنتها وتأجيرها ولا يوكل وكالة عامة ولا يقبض ----- مبلغاً من المال باسم</p>	<p style="text-align: center;">Certificate of Guardianship</p> <p>In the Legal Counsel convened in my presence, I-----, the Religious Judge of ---- appointed and installed Mr. ----- resident in ----- as legal guardian and competent spokesman on behalf of ----, son/daughter of the deceased Mr. ----- on condition that the said guardian may not sell any ----- nor mortgage nor lease these, nor authorise general power of attorney, nor receive a sum of money in the name of ----</p>

The example above demonstrates several features characteristic of legal discourse, particularly in relation to formality and specialized legal terms. Terms such as “Certificate of Guardianship,” “legal guardian,” “competent spokesman,” and “general power of attorney” reflect the formal and institutional nature of legal language. Similarly, Arabic texts employ highly formal legal expressions that correspond to the conventions of judicial and administrative discourse.

The text also illustrates the complexity of translating legal documents between Arabic and English. Certain legal terms and expressions may not have direct equivalents across the two legal systems, requiring the translator to prioritize semantic accuracy and legal appropriateness over literal translation. Furthermore, the lengthy sentence structures and repetitive legal phrases commonly found in legal discourse contribute to the difficulty of achieving clarity and equivalence in translation.

In addition, the use of archaic or formulaic expressions, such as “hereby appointed and installed” and “nor authorise,” demonstrates the conservative style typically associated with legal English. These linguistic features aim to ensure precision and avoid ambiguity, although they may reduce the readability for non-specialist readers.

The following excerpt is taken from the Jordanian Constitution, with the official English translation cited in Dickins, Hervey, and Higgins (2002, p. 197

Arabic Text (ST)

نحن طلال الاول ملك المملكة الاردنية الهاشمية
بمقتضى المادة الخامسة والعشرين من الدستور
وبناء على ما قرره مجلسا الاعيان والنواب نصدق
... على الدستور المعدل الآتي ونأمر بإصداره

Translation (TT)

We Talal the First King of the Hashemite Kingdom of Jordan in
accordance with Article 25 of the Constitution, and in pursuance of
resolution of the Senate and House Deputies, do hereby give my assent
to this revised Constitution and command that it be put into effect...

The above example further demonstrates that particular syntactic structures and lexical formulations, such as “I hereby give my assent to this revised Constitution” (أصدق على الدستور (المعدل), and present-tense verbs expressing an imperative sense, for example “يُصدر” (“is hereby issued” or “is promulgated”), reflect the field of discourse as belonging to the legal domain, specifically, constitutional discourse. Legal documents in both Arabic and English, whether constitutions, resolutions, or treaties, generally consist of four principal components: a preamble, an initial article, a series of articles, and a concluding article (Hatim, 1997, p. 14).

Furthermore, Dickins, Hervey, and Higgins (2002, p. 196) argue that “the preamble does not form part of the constitution as such, and therefore does not have the same status as the constitution itself.” They further note that the term “preamble” is commonly rendered in Arabic as “الديباجة” rather than “المادة الأولى.” Unlike Arabic constitutional texts, English constitutions often omit a separate title line for the preamble, as illustrated in the Constitution of the United States (US). According to these scholars, preambles frequently commence with a first-person plural subject (Dickins, Hervey, & Higgins, 2002, p. 196).

The following example is taken from the Constitution of the United States, as cited in Dickins, Hervey, and Higgins (2002, p. 196).

**WE THE PEOPLE OF THE UNITED STATES, IN ORDER TO FORM A MORE
PERFECT UNION, ESTABLISH JUSTICE, INSURE DOMESTIC TRANQUILITY,
PROVIDE FOR THE COMMON DEFENSE, PROMOTE THE GENERAL
WELFARE,**

However, the Libyan Constitution, for example, does have the (فاتحة - preamble) or ‘مقدمة’ as a title line. Consider the following example.

مقدمة

نحن ممثلي شعب ليبيا من برقة وطرابلس الغرب وفز ان المجتمعين بمدينة طرابلس فمدينة بنغازي في جمعية وطنية
تأسيسية بإرادة الله

The foregoing examples illustrate that legal discourse possesses distinctive linguistic and stylistic features that differentiate it from other forms of discourses. Legal language is generally characterized by a high degree of formality, precision, and complexity, as its primary purpose is to establish rights, obligations, and legal relationships in an unambiguous way. Consequently, legal texts often employ specialized terminology, formulaic expressions, and syntactic structures that may present considerable challenges in translation.

Moreover, a comparison between Arabic and English legal discourse reveals significant differences in lexical choice, sentence structure, and textual organization. These differences are largely attributable to the distinct legal systems, cultural backgrounds, and linguistic conventions underlying each language’s use. As a result, translators must possess not only linguistic competence but also sufficient knowledge of legal concepts and the legal traditions associated with both the source and target languages.

In addition, the examples demonstrate that achieving equivalence in legal translation extends beyond literal, word-for-word rendering. Effective legal translation requires careful consideration of context, legal effect, and communicative function to preserve both accuracy and legal validity. Therefore, translators frequently employ various translation procedures and strategies to overcome the lexical and cultural gaps between the Arabic and English legal systems.

The official translation of texts from the Dubai Real Estate Register further illustrates this.

Arabic Text (ST)

لا يجوز للمطور الرئيسي أو الفرعي البدء في تنفيذ المشروع أو وحداته على الخارطة قبل استلام الأرض وفي جميع التي سيقام عليها المشروع والحصول على الموافقات اللازمة من الجهات المختصة بالإمارة إشارة تفيد بذلك الأحوال على الدائرة أن تضع على صحيفة العقار الذي يجري تطويره¹.

Translation (TT)

No Master Developer or Sub-Developer shall commence a project or sell its units off plan before taking possession of the land on which the project is to be built and obtaining the necessary approvals from the Competent Authorities in the Emirate. In all cases, the Department shall indicate in the relevant folio of the register that the Real Estate is under development.

In the example above, markers of formality are clearly evident in the use of specialised legal terminology and institutional expressions such as “لا يجوز للمطور الرئيسي” (“No Master Developer shall...”), “الجهات المختصة” (“Competent Authorities”), and “على الدائرة أن تضع” (“The Department shall indicate”). These expressions reflect the authoritative, prescriptive, and highly formal nature of legal discourse. Furthermore, the use of modal and obligatory constructions contributes to the precision and enforceability that are typically associated with legal language.

The following example is derived from the Real Estate Register in the Emirate of Dubai, accompanied by its official English translation.

Arabic Text (ST)

يحظر على المطور أو الوسيط إبرام عقود بيع عرفية لبيع عقارات أو وحدات عقارية على الخارطة في مشاريع لم تتم الموافقة عليها من الجهات المختصة، ويقع باطلاً كل عقد يبرم قبل الحصول على تلك الموافقة².

Translation (TT)

Developers or brokers cannot conclude informal contracts for the sale of Real Estate and Real Estate Units off plans in projects that have not been approved by the Competent Authorities. Every contract made without such approval is void.

The preceding examples demonstrate that legal discourse is characterized by distinctive features at the lexical, syntactic, and textual levels. The use of specialized terminology, formal expressions, and complex sentence structures contributes to the precision and authority required in legal communication. These features are essential for ensuring clarity, reducing ambiguity, and preserving the legal effect of the text.

Furthermore, a comparison between Arabic and English legal discourses highlights substantial differences in linguistic structure and legal conventions. These differences often create

¹ Article 4 of Law No. 13 of 2008 Regulating the Interim Real Estate Register in the Emirate of Dubai.

² Article 01 of Law No. 13 of 2008 Regulating the Interim Real Estate Register in the Emirate of Dubai.

significant challenges for translators, particularly when attempting to achieve semantic equivalence and maintain the legal force of the original texts. Consequently, legal translators must possess a comprehensive understanding of both legal systems and the linguistic and cultural contexts of the source and target languages.

Consider the following example.

Arabic Text (ST)	Translation (TT)
<p>يقع باطلاً كل شرط يخالف أحكام هذا القانون ولو كان سابقاً على نفاذه ما لم يكن أكثر فائدة للعامل³</p>	<p>Terms inconsistent with the provisions of this Law, including those whose effective date may precede the enforcement of this Law, shall, unless they are proven more beneficial to the worker, be deemed null and void.</p>

The above example demonstrates that the tenor of legal discourse is highly formal and authoritative in nature. This formality is reflected in the use of impersonal constructions, specialized legal terminology, and obligatory expressions intended to establish legal authority and precision. Legal texts commonly avoid informal or conversational language in favor of fixed and conventional formulations that ensure clarity and minimize ambiguity.

Moreover, the relationship between the participants in legal discourse is typically unequal, as legal texts are often produced by institutions, legislators, or judicial authorities and directed toward citizens or other parties that must comply with the law. Consequently, legal language tends to employ directive and prescriptive structures such as modal verbs and declarative statements, which reinforce the authoritative nature of the discourse.

The example also illustrates that legal discourse prioritizes accuracy and legal effect over simplicity of expression. Legal texts frequently contain lengthy sentence structures, repetitive formulations, and technical vocabulary, all of which may create difficulties for translators and non-specialist readers. Therefore, translators must carefully preserve both the meaning and formal tone of the original text when translating legal documents between Arabic and English.

The following example, taken from the translation of Emirati Federal Law No. 8 of 1984, illustrates the use of archaic legal terminology:

The Supreme Council, Hereby issues the following law:

Applying this law, each of the following terms shall have the meaning assigned thereto hereunder...

Such words are also frequently used in Arabic legal texts because they are considered to add more precision. There are (المشار اليه – the aforesaid), (المذكور أعلاه – aforementioned),

Examples in both Arabic and English texts are as follows:

Arabic Text (ST)	Translation (TT)
ويجب على الموظفين المشار اليهم ⁴	the aforesaid employees...

³ Emirati law, Article 7, Federal Law No 8, 1980

⁴ Article 8 of the Omani Labour Law No. 35/2003

The above example illustrates the highly formal and institutional nature of legal discourse. The language employed in legal texts is characterized by precision, objectivity, and extensive use of specialized terminology intended to ensure clarity and legal certainty. These features distinguish legal language from ordinary discourse and contribute to its authoritative tone.

In addition, legal discourse frequently relies on formulaic expressions, complex syntactic structures, and prescriptive language to define rights, obligations, and legal procedures accurately. The use of modal constructions and formal lexical choices reflects the communicative purpose of legal texts, namely, the regulation of legal relations and the avoidance of ambiguity.

Furthermore, a comparison between Arabic and English legal discourse demonstrates that differences in legal systems, linguistic conventions, and cultural contexts may create significant challenges in translation. Consequently, legal translators must carefully consider both the linguistic meaning and legal effect when rendering legal texts from one language into another. Achieving equivalence in legal translation, therefore, requires not only linguistic competence but also familiarity with the legal traditions and terminological systems of both languages.

The example above further illustrates the distinctive characteristics of legal discourse in Arabic and English. Legal language is marked by a high degree of formality, precision, and institutional authority, all of which are necessary to ensure the accurate expression of legal rights and obligations in the law. The use of specialized legal terminology and formulaic expressions contributes to the clarity and enforceability of legal texts while simultaneously distinguishing legal discourse from other forms of communication.

Additionally, the syntactic complexity commonly found in legal documents is evident in the use of lengthy sentence structures, embedded clauses, and repetitive formulations in the contract. Such linguistic features are intended to minimize ambiguity and provide comprehensive legal specifications; however, they may also create challenges for translators and readers who are unfamiliar with legal language.

This example also highlights the difficulties involved in achieving equivalence in legal translation between Arabic and English. Differences in legal systems, cultural references, and linguistic conventions often require translators to adopt procedures that go beyond literal translation. Consequently, successful legal translation depends not only on linguistic proficiency but also on a thorough understanding of legal terminology, legal concepts, and the source text's communicative function.

The following text, extracted from Omani Labor Law No. 35/2003 together with its official translation, is reproduced for its historical significance and rich illustration of several features characteristic of Arabic legal discourse, including the frequent use of binomial expressions.

Arabic Text (ST)	Translation (TT)
يصدر وزير القوى العاملة اللوائح والقرارات اللازمة	the Minister of Manpower shall issue such regulations and decisions...
ويستمر العمل بأية شروط أفضل تكون مقررة للعامل بموجب القوانين واللوائح والقرارات	Any conditions prescribed by the laws, regulations, and decisions that were in force on the date of coming into force of this law..

يصدر الوزير قراراً بتحديد الإجراءات
والضوابط

the Minister shall issue a decision defining the procedures
and regulations

يصدر الوزير قراراً بتحديد الحد الأدنى
للعلاوة الدورية وإجراءات وشروط
صرفها.

the Minister shall issue a decision to determine the
minimum periodical allowances and the procedures and
conditions...

The example above demonstrates additional features characteristic of legal discourse, particularly the use of formal, precise, and highly conventional language in legal documents. Legal texts rely heavily on specialized terminology and institutional expressions to ensure clarity, authority, and legal validity. These linguistic characteristics contribute to the formal tenor of legal discourse, distinguishing it from other types of communication.

3. Syntactic Structure

Furthermore, the syntactic structure of legal texts is often complex and carefully constructed to minimize ambiguity and ensure comprehensive interpretation. Long sentences, embedded clauses, and repetitive legal formulations are frequently employed to specify legal rights, obligations, and conditions precisely. Although these features enhance legal accuracy, they may also present challenges for translators and non-specialist readers alike.

This example also illustrates the difficulties involved in translating legal discourse between Arabic and English. Because the two languages are rooted in different legal traditions and linguistic systems, direct equivalence is not always possible in translation. Consequently, translators must consider not only the lexical meaning but also the legal function, cultural context, and communicative purpose of the text to produce an accurate and legally appropriate translation.

The syntactic differences between Arabic and English legal texts can be examined through several aspects, including punctuation, nominal groups, verbal groups, and sentence structure.

In general, punctuation in Arabic is less extensive than that in English. For example, Arabic frequently relies on the connector *wa* (“and”), whereas English more commonly employs commas to separate clauses and phrases. These distinctions are also reflected in Arabic and English legal discourses.

According to Crystal and Davy, legal sentences “tend to be extremely long,” and legal English permits only a restricted range of punctuation marks, which occur less frequently than in ordinary prose (1974, p. 201). Similarly, Bhatia (1993, p. 138) notes that legal statements are often constructed as single syntactic units that are long and complex.

Long and syntactically complex sentences are among the most distinctive features of legal language, and it is common for an entire legal provision to be expressed in one sentence. Regarding this structural characteristic, Crystal and Davy argue that legal sentences are generally self-contained units that convey all the necessary meaning independently, without requiring close syntactic linkage to preceding or subsequent sentences (1974, p. 201).

The following example, taken from the Universal Declaration of Human Rights, illustrates this characteristic of legal drafting:

فإن الجمعية العامة تنادي بهذا الإعلان العالمي لحقوق الإنسان على أنه المستوى المشترك الذي ينبغي أن تستهدفه كافة الشعوب والأمم حتى يسعى كل فرد وهينة في المجتمع، واضعين على الدوام هذا الإعلان نصب أعينهم،

The preamble of the proclamation is presented as a single, extended sentence. The use of punctuation is minimal, consisting mainly of a few commas and a final full stop, although the sentences are occasionally interrupted. Similarly, lengthy and complex sentence structures can also be observed in the English version, as illustrated below.

THE GENERAL ASSEMBLY proclaims THIS UNIVERSAL DECLARATION OF HUMAN RIGHTS as a common standard of achievement for all peoples and all nations, to the end that every individual and every organ of society, keeping this Declaration constantly in mind,

The use of punctuation in legal English serves to clarify syntactic relationships and to improve readability. However, punctuation remains relatively limited compared to other forms of written discourse. Legal drafting often prioritizes precision and structural continuity over stylistic variation, resulting in lengthy and carefully constructed legal sentences.

In both Arabic and English legal texts, punctuation contributes to the organization of complex provisions, although its frequency and functions may differ between the two languages. Arabic legal texts tend to rely more heavily on conjunctions, whereas English legal texts make greater use of commas and other punctuation marks to indicate syntactic boundaries and logical relationships than Arabic legal texts.

Another example may be drawn from the document entitled (سند كفالة – Bail Bond), together with its English translation provided by Hatim, Shunnaq, and Buckley (1995, p. 858), as illustrated below:

Arabic Text (ST)
 أنه كفل السيد كفالة مالية مطلقة من أهالي
 الذي عين موظفاً في حكومة... كفالة مالية
 مطلقة / كفالة مالية لقاء المبلغ بحيث يضمن بلا
 تعطل وبدون أن تحتاج الحكومة إلى الاستحصال
 على حكم عليه من المحكمة كل ما يدخله مكفولة
 المذكور بالغاً ما بلغ في ذمته من الاموال
 ...والأشياء والنقود

Translation (TT)
 That he stands bail for Mr. a bail of unrestricted
 sum/certain sum, from the town of who is
 employed as a civil servant in the government of
 whereby he guarantees, without excuse and without
 the government requiring to obtain a ruling
 concerning him from the court, the totality of all the
 property, things and money...

The Arabic Bal bond text consists of a single lengthy and syntactically complex sentence, reflecting the distinctive nature of the legal discourse. As evident in the text above, punctuation marks are almost entirely absent, since they are considered “essentially redundant in Arabic.” Instead, the drafter relies heavily on connectors such as (و – and) and (ف – and). The Arabic coordinator wa (و) corresponds broadly to the English conjunction “and,” and functions primarily to connect clauses or lexical items.

Similarly, the Arabic conjunction aw (أو) generally conveys disjunction by presenting alternatives that may be either exclusive or inclusive. In exclusive disjunction, only one alternative may apply, whereas in inclusive disjunction, more than one possibility may occur simultaneously (Aziz, 1993, pp. 129–133).

However, the English conjunction “and,” performs a wider range of semantic functions than Arabic *wa*. In addition to linking clauses, it may indicate a sequence, result, concession, condition, or commentary on a preceding clause. Likewise, although the English disjunction “or” often corresponds to Arabic *aw*, it may also introduce a clarification or reformulation of a preceding statement. In the example above, the conjunction *aw* (أو) appears 16 times within a single sentence, while *wa* (و) is also used repeatedly (Aziz, 1993, pp. 129–133).

This frequency highlights the central role of coordinators in Arabic legal drafting. Consequently, the differences between the Arabic and English connective systems may present considerable challenges in legal translation, requiring translators to remain highly sensitive to their semantic and stylistic functions.

In English legal discourse, punctuation is also relatively restricted, with commas and final full stops being the most frequently used marks. Crystal and Davy observe that “only a limited range of punctuation marks is allowed in legal English, and the occurrence are few by normal standards” (1974, p. 201).

It is also worth noting that the English target text contains almost twice as many words as the Arabic source text. Although legal language generally aims for maximum precision, the translator appears not to have fully preserved the source text’s conciseness and precision. Nevertheless, the translator introduced punctuation marks, particularly commas, and divided the original lengthy sentence into three separate but still long sentences.

3.1 Nominalisation

Nominalisation is a defining characteristic of authoritative discourse, particularly in legal language. This refers to the process by which a verb, adjective, or adverb is transformed into the head of a noun phrase. Maley (1985, p. 71) describes nominalisation as “a rendering of the content of a verb in the form of a noun.”

Similarly, Crystal and Davy (1974, p. 205) identify high nominalization as one of the most striking features of written legal English. Legal Arabic also makes extensive use of nominalization, although differences exist between Arabic and English in terms of internal syntactic structure. Butt explains the preference for nouns over verbs in legal discourse as follows:

Another linguistic convention is the use of noun phrases instead of verbs—the practice of “nominalization”. This convention is not exclusive to legal writing but is also characteristic of bureaucratic and official discourse. However, this is particularly widespread in legal documents.

Thus, parties do not simply “decide”; rather, they “make a decision.” Similarly, they do not merely “resolve” matters but instead “pass” resolutions. While nominalisation may contribute to a formal tone, it often does so at the expense of clarity and effective communication, as strong verbs generally make writing more direct and comprehensible (Butt, 2006, p. 153).

Bhatia (1994, p. 168) further emphasizes the syntactic complexity of legal discourse, noting that legal drafters frequently insert extensive qualifying phrases into various grammatical structures, including verb phrases, noun phrases, binomial expressions, and complex prepositional constructions. 148).

In the preambular sections of the International Islamic Court of Justice cited in Hatim (1997, p. 18), the predominance of nominal structures is particularly evident: Consider the following example:

In the preambular sections of the International Islamic Court of Justice cited in Hatim (1997, p. 18), the predominance of nominal structures is particularly evident: Consider the following example:

وانسجاماً مع أحكام ميثاق منظمة المؤتمر الإسلامي،

ورغبة في إنشاء جهاز قضائي رئيسي يفصل في المنازعات وفقاً لأحكام الشريعة

As illustrated above, the Arabic source text maintains the feature of nominalisation through the addition of the connector *wa* (و – “and”) before nominal forms to ensure semantic continuity. Examples include expressions such as *وبانسجام مع أحكام ميثاق الأمم المتحدة* (in conformity with the provisions of the Charter) and *ورغبة في* (desiring to).

According to Hatim (1997, p. 18), the connector *wa* (و), which is indispensable for linking the various sections of the Arabic preamble, is typically omitted in the English translation.

The following example from the Draft Convention on the Law of the Sea, cited in Hatim (1997, p. 20), further illustrates the use of nominal structures in English legal discourse:

Recognizing the desirability of establishing, through the Convention...

Bearing in mind that the achievement of such goals will contribute to the ...

Such English nominal constructions may be translated into Arabic as *وإن يُسَلَّم بأنه من المستحسن* (– *Recognizing the desirability*), *وإن تُوضع في اعتبارها* (– *Bearing in mind*), and *وإن يُؤكَّد* (– *Affirming that*) (Hatim, 1997, p. 18).

Verbal groups function differently in Arabic and English legal discourses, which may create additional challenges in legal translation. These differences are examined in the following sections.

In Arabic legal language, the present tense is generally formed using the standard present verb form. In contrast, legal English typically employs the structure *shall + verb* to express legal obligations or authoritative prescriptions.

Thus, in the following excerpt from the Omani Labor Law, the Arabic text frequently uses the particle (أن) followed by a verb, whereas the official English translation renders these constructions differently:

Arabic Text (ST)	Translation (TT)
يضع في محل العمل نسخة من الأحكام الخاصة بتشغيل الأحداث المنصوص عليها في هذا الفصل	Shall keep in the workplace a copy of the rules related to the employment of juveniles

يحرر أولاً بأول كشفاً مبيناً به أسماء الأحداث
وسنهم وتاريخ تشغيلهم⁵ Shall prepare a list stating the juveniles' names, their
ages, and the dates of their employment immediately
....

4. Passive Voice

Another important feature shared by both Arabic and English legal discourse is the extensive use of the passive voice (Emery, 1989, p. 11). In legal texts, passive constructions are often more prominent than active forms, largely because of the formal and impersonal nature of legal syntax. Emery explains the prevalence of the passive voice in legal writing as “traditional legal drafters readily adopt the passive voice because of the indirect and formal style it conveys.

With regard to legal Arabic, non-agentive passive constructions are particularly common. An analysis of the Omani Labour Law reveals that passive forms without explicit agents occur in almost every article, as illustrated in the following examples:

Arabic Text (ST)

...يعمل بأحكام قانون العمل المرافق

يصدر وزير القوى العاملة اللوائح والقرارات اللازمة لتنفيذ أحكام القانون
المرافق⁶...

يلغى قانون العمل الصادر بالمرسوم السلطاني⁷...

The passive voice in Arabic, referred to as المبنى للمجهول, is formed differently from its English counterpart. According to Haywood and Nahmad, the Arabic passive is created “by merely changing the vowelling of the active, and is standard for all verbs”. It is typically marked by the presence of a damma (◌) on the first syllable (1965, p. 142).

Consequently, in unvowelled Arabic texts, placing a damma above the initial syllable is generally sufficient to indicate that the verb is passive, as illustrated by verbs such as “يُنشَر” and “جُعِل” in the example above.

Arabic passive constructions may also be formed through the structure تم + verbal noun, as in the expression:

Arabic Text (ST)

Translation (ST)

يتم العمل بهذا القانون من تاريخ صدوره shall come into force from the date of its publication

From a stylistic perspective, passive constructions such as ‘يُعمل’ are commonly employed in Arabic legal discourse because they align with the logical, impersonal, and official character of legal texts. Nevertheless, the alternative passive structure using تم is likewise frequent in legal Arabic.

⁵ Article 78 of the Omani Labour Law No.35/2003

⁶ Article 2 of the Omani Labour Law No.35/2003

⁷ Article 5 of the Omani Labour Law No.35/2003

Beyond its grammatical function, this construction also serves stylistic purposes, particularly by reducing ambiguity that may arise from the readability of vowelling patterns associated with the traditional passive form. Furthermore, it may contribute to stylistic elegance and clarity (Haywood and Nahmad, 1965, p. 142).

The following target text, extracted from the Omani Labour Law, demonstrates how the translator rendered the Arabic passive structure into English. The official translation of the Arabic text above is as follows:

Arabic Text (ST)

Article 1: the provisions of the attached Law shall be enforced,

Article 2: the Minister of Manpower shall issue such regulations and decisions as may be necessary for the implementation of the provisions of the attached law.

Article 3: the Labour law issued by the Royal decree⁸

As can be observed, most passive constructions in the English text are formed through the structure *shall be + past participle*. As discussed previously, the modal auxiliary *shall* is employed in legal discourse to indicate that a provision is mandatory and legally binding.

4.1 Textual Features

Textual features in both Arabic and English legal discourse encompass several important aspects, including text layout, cohesion, lexical repetition, and pronominal reference. These elements play a significant role in the formulation and organization of legal texts. The following section discusses these features with illustrative examples.

4.2 Layout Differences

The structure of most legal documents—such as contracts, agreements, and treaties—generally consists of four principal sections:

i) (ديباجة – *Preamble*), ii) (فاتحة – *Opening Section/Initial Article*), iii) (مواد – *Articles*), and iv) (خاتمة – *Concluding Article*) (Hatim, 1997, p. 14).

The following example of a (ديباجة – *Preamble*) is taken from the *Treaty of Taif* concluded between Saudi Arabia and Yemen in 1934. The official English translation follows.

Arabic Text (ST)	Translation (TT)
<p>الحمد لله وحده والصلاة والسلام على من لا نبي .. بعده. نحن الامام يحيى بن محمد حميد الدين ملك المملكة اليمانية بما أنه قد عقدت بيننا وبين حضرة صاحب الجلالة الملك الامام عبد العزيز بن عبد الرحمن الفيصل آل سعود ملك المملكة العربية السعودية معاهدة صداقة إسلامية وأخوة عربية لإنهاء حالة الحرب الواقعة لسوء الحظ بيننا وبين جلالته ولتأسيس ...علاقات الصداقة الإسلامية بين بلدينا</p>	<p>In the Name of God the Merciful, the Compassionate. His Honourable Majesty the Imam Abdul Aziz Abdurrahman-al-Feysal al-Saud, King of the Saudi Arabian Kingdom on the one part, and His Honourable Majesty the Imam Yahya-bin- Muhammad Hamiduddin, King of the Yemen, on the other part. Being desirous of ending the state of war unfortunately existing between them and their governments and peoples;</p>

⁸ The official translation of Article 5 of the Omani Labour Law No. 35/2003

Other forms of legal documents, such as contracts, are generally structured into two principal sections: the preamble and the general provisions. The preamble typically includes: i) the subject matter, ii) the place and date of execution together with the names of the parties, and iii) the *witnesseth* clause, which constitutes the principal introductory statement.

The general provisions contain the substantive articles of the contract and commonly begin with a section defining key terms, particularly in commercial agreements.

The overall layout of such legal documents is broadly similar in both Arabic and English. Nevertheless, English legal documents frequently employ larger font sizes and capitalization in headings, whereas Arabic lacks a capitalization system.

5. Conclusion

This paper has examined the principal similarities and differences between Arabic and English legal discourse, with particular emphasis on lexical, syntactic, and textual. The analysis has demonstrated that legal translation is a highly specialized field that extends far beyond the mere transfer of linguistic meaning. Legal texts are characterized by technical terminology, formal structures, complex sentence patterns, and culture-specific concepts, all of which require the translator to possess extensive knowledge of both the source and target legal systems.

The study has shown that lexical equivalence remains one of the most significant challenges in English–Arabic legal translation. Many legal terms carry multiple meanings that vary according to context, legal tradition, and cultural background. Moreover, features such as archaic expressions, modality, binomial constructions, nominalisation, and passive voice contribute to the complexity of legal discourse in both languages. Although Arabic and English legal texts share certain structural and stylistic characteristics, important differences in syntax, punctuation, cohesion, and textual organization frequently create difficulties for translators.

The paper has also highlighted the crucial role of culture in legal translation. Legal concepts are deeply rooted in the social, religious, and institutional frameworks of their respective societies, which means that direct equivalence between Arabic and English legal terminology is not always possible. Islamic legal and cultural expressions, in particular, often require explanatory translation strategies in order to convey their intended meaning accurately to target readers.

Overall, the study confirms that accuracy, clarity, and precision are essential requirements in legal translation, as even minor linguistic inaccuracies may lead to serious legal consequences. Effective legal translation therefore demands not only advanced bilingual competence but also professional legal expertise, familiarity with comparative legal systems, and awareness of cultural nuances. Furthermore, translators should rely on reliable legal dictionaries, authentic parallel texts, and modern electronic resources to ensure consistency and terminological accuracy. Ultimately, successful English–Arabic legal translation depends on the translator's ability to balance linguistic fidelity with legal and cultural appropriateness while preserving the authoritative nature of legal discourse.

6. References

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