

# Translating Modality in English–Arabic Legal Discourse: A Study of Libyan Commercial Legislation

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## Abstract

This paper examines the translation of modality in English–Arabic legal discourse, with particular reference to Libyan commercial legislation translated into English. Legal language is characterised by precision, obligation, permission, and prohibition, all of which are frequently conveyed through modal expressions such as *shall*, *must*, and *may* in English, and their Arabic equivalents such as *يجب* and *يجوز*. The study analyses a range of examples drawn from Libyan commercial laws and resolutions in order to identify the major difficulties encountered in translating modal expressions from Arabic into English. The paper demonstrates that inaccuracies in rendering modality may lead to ambiguity, distortion of legal meaning, and loss of the obligatory or permissive force intended in the source text. Particular attention is given to the translation of deontic modality, especially the legal use of *shall*, *must*, and *may*, and the extent to which translators succeed or fail in conveying these meanings adequately in English. The analysis further highlights the importance of legal competence, contextual understanding, and familiarity with both legal systems in achieving accurate legal translation. The paper concludes that legal translation requires specialised linguistic and legal expertise, and recommends closer collaboration between translators and legal professionals to improve the quality and precision of translated legal texts.

**Keywords:** *English–Arabic legal translation; modality; legal discourse; lexical equivalence; legal systems; commercial law*

## 1. Introduction

Legal translation is widely regarded as one of the most complex areas of translation because it involves not only linguistic transfer but also the interpretation of legal concepts embedded within different legal systems. Legal discourse is characterised by specialised terminology, rigid syntactic structures, and stylistic conventions that distinguish it from other forms of language use. Among the most significant features of legal language is modality, which plays a central role in expressing obligation, permission, prohibition, duty, and legal authority. In both English and Arabic legal texts, modal expressions function as essential devices for establishing rights and obligations and for regulating legal relationships (Hatim and Mason, 1990, p. 50).

In English legal discourse, modality is commonly expressed through modal verbs such as *shall*, *must*, *may*, and *should*. These lexical items often carry meanings that differ from their use in

ordinary language. For example, the modal *shall* in legal English traditionally signifies obligation or mandatory force rather than futurity. Arabic legal discourse similarly relies on a range of lexical and grammatical structures to express modal meanings, including verbs such as “يجب” and “يجوز”, in addition to syntactic constructions that imply obligation or permission. However, because English and Arabic differ significantly in their linguistic structures and legal traditions, translating modality between the two languages presents considerable challenges (Williams, 2011, p. 140).

This paper investigates the translation of modality in English–Arabic legal translation, focusing specifically on examples taken from Libyan commercial legislation and their official English translations. The study aims to examine how modal meanings are conveyed in translation and to identify the difficulties that arise when translators attempt to transfer concepts such as obligation, necessity, and permission from Arabic into English. Particular attention is given to the English legal modals *shall*, *must*, and *may*, and to the adequacy of their Arabic equivalents in the translated texts.

The paper analyses a number of legal extracts in order to demonstrate how mistranslation or literal translation of modal expressions may result in ambiguity, semantic loss, or inaccurate interpretation of legal effect. By evaluating the translation strategies adopted in these examples, the study highlights the importance of linguistic precision and legal awareness in legal translation. Ultimately, the paper argues that effective translation of modality requires not only advanced bilingual competence but also specialised knowledge of legal drafting conventions in both English and Arabic legal systems.

## 2. Modality

Modality in English is commonly conveyed through modal verbs such as “can,” “could,” “shall,” “should,” “must,” and “may.” Arabic likewise contains a range of equivalent modal auxiliaries (Farghal & Shunnaq, 1999, p. 82). Due to their inherently prescriptive and regulatory nature, legal texts frequently employ various forms of modality that are central to both their meaning and stylistic structure. Accordingly, an examination of the following texts demonstrates that the translation of modal verbs from Arabic into English presents several significant challenges. The principal modal verbs commonly found in English legal discourse are illustrated in the examples below.

### 2.1 Shall

Traditionally, the modal verb “shall” in legal discourse conveys the sense of obligation or duty rather than its ordinary grammatical function of expressing futurity (Tiersma, 1999, p. 105). It is considered one of the most distinctive features of legal English because of both its frequent occurrence and its specialised legal usage, which is often absent from general legal dictionaries. According to Cao (1997, p. 666), “shall” in legal English commonly carries the meaning of “must,” although it may also indicate time reference or serve a declarative function, as in the statement “the agreement shall be void.”

The lexical item “shall” is therefore recognised as a defining characteristic of English legal language. It is widely employed in legislation, contracts, and other legal documents to express mandatory or imperative force. In ordinary usage, however, “shall” generally conveys a sense of command or appropriateness. While its common interpretation may correspond to “must,” its legal significance goes beyond mere guidance or recommendation. As stated in *Black’s Law Dictionary* (1999, p. 1375), the importance of “shall” lies in its ability to eliminate any notion

of discretion or freedom of action. Similarly, Arabic employs a range of verbs and expressions to indicate mandatory or imperative meaning.

The translation of modality from Arabic into English may create ambiguity and confusion because the modal systems of the two languages differ considerably. In English, “shall” has several possible interpretations, including the meaning of “must” (يجب). Arabic likewise makes use of various verbal forms to express differing degrees of obligation and necessity (Farghal & Shunnaq, 1999, p. 82). The following examples illustrate these distinctions.

<i>Arabic Text (ST)</i>	<i>English Translation (TT)</i>
<p>تطبيق العرف على القاضي عند تحديد آثار النشاط الاقتصادي أن يطبق العرف المستقر إلا إذا تبين أن المتعاقدين قصدوا مخالفة أحكام العرف أو كان العرف متعارضاً مع النصوص التشريعية التجارية الأمر ويُعد العرف الخاص والعرف المحلي مرجحين على العرف العام<sup>1</sup></p>	<p>Application of Tradition On determination of the economic activity effects, the judge should apply the established tradition except if it is appeared that the contracting parties have intended to contradict the tradition provisions or the tradition was in conflict with ordered commercial legislative terms. The special and local traditions are overweighting the general tradition.</p>

text 1

<i>Arabic Text (ST)</i>	<i>English Translation (TT)</i>
<p>يقدم التظلم من ثلاث نسخ، ويسلم إلى أمين سر التظلمات ويسجل في سجل خاص بأرقام متتابعة حسب تاريخ التسليم، ويعطى المتظلم إيصالاً<sup>2</sup>....</p>	<p>The complaint/appeal shall be submitted in three copies, to be delivered directly to the Secretary of the Complaint/Appeal Committee, and recorded in a Special Register with serial numbers as date of delivery. The Appellant shall be given a receipt....</p>

text 2

In Text 1 above, the source text (ST) clearly conveys the notion of “commitment” through the preposition “على”, followed by a nominal phrase referring to the “judge”. The preposition “على” may also be preceded by “يجب” to express the meanings of “must” or “shall” in English. In this example, “shall” (يجب) appears twice: first, to impose an obligation on the judge to apply established custom, and second, as a future auxiliary indicating that local customs shall take precedence over general customs.

In my view, the translator failed on two occasions to accurately render the meaning of the ST into the target text (TT). A more appropriate translation of Text 1 could be: “In determining the effects of economic activity, the judge shall apply established custom unless it is evident that the contracting parties intended otherwise, or where the custom conflicts with mandatory

<sup>1</sup> Article (4) of Law No (23) of 2010

Article (16) Libyan Resolution No. 136 2004<sup>2</sup>

commercial legislative provisions. Special and local customs shall prevail over general customs” (my translation).

In Example 2, the ST initially emphasises the necessity of submitting three copies of the complaint “يقدم التظلم من ثلاث نسخ”, and subsequently states that these copies shall be recorded in the Special Register “يسجل في سجل خاص”. In both instances, obligation is conveyed through the verbs “يقدم” and “يسجل”. The translator successfully rendered the lexical item “يقدم” in the passive form preceded by “shall.” However, the meaning of “يسجل” was not conveyed accurately. Since the Arabic passive structure also imposes obligation, the modal “shall” should likewise precede this verb in the TT.

<i>English Translation (TT)</i>	<i>Arabic Text (ST)</i>
<p>مراجع الحسابات الخارجي يجب على كل شركة منظمة بأحكام هذا القانون أن تُعين مراجع حسابات خارجياً أو أكثر حسب ذي يحدده الأحوال، إذا تجاوز رأس مالها المقدر ال قرار من الأمين المختص، كما يجب أن تكون مراجع الحسابات الخارجي من الأشخاص المرخص لهم بممارسة هذه المهنة، ويعتبر التقرير الصادر عن مراجع الحسابات الخارجي وكذلك الميزانية والحسابات الختامية المراجعة من قبله صحيحاً وحجة أمام الغير إلى أن يثبت العكس<sup>3</sup></p>	<p><i>External Auditor</i> <i>Any company organized under provisions of this law should nominate an external auditor or more, as per the cases, if it exceeded its estimated capital to be fixed by a resolution of the concerned secretary. The external auditor also must be amongst the persons authorized to practice such profession. The report to be issued by the external auditor as well as the balance sheet and the final accounts audited by him shall be considered correct and a pretext before others unless the contrary is confirmed</i></p>

text 3

<i>Arabic Text (ST)</i>	<i>English Translation (TT)</i>
<p>تقسم السلع والخدمات لأغراض مزاولة عمل الوكالة التجارية الى فئات سلعية وخدمية متجانسة يؤذن للشخص بممارسة النشاط في فئة واحدة منها على الأكثر ويجوز للجنة أن تأذن لبعض الأشخاص الاعتبارية بممارسة أكثر من فئة واحدة وذلك في الحالات التي تراها لازمة أو ضرورية لعمل الوكالة التجارية<sup>4</sup></p>	<p>The commodities and services shall be divided for the purposes for performing Trade Agency activity into homogeneous/consistent commodity service categories A person is permitted for to perform the activity in one category thereof as maximum. The committee may permit certain artificial bodies to perform more than one category in the cases deemed necessary for the work of Trade Agency.</p>

text 4

Article (18) Libyan Resolution No. 136 of 2004<sup>3</sup>

Article (5) of Law No. 6 of 2004<sup>4</sup>

<i>Arabic Text (ST)</i>	<i>English Translation (TT)</i>
<p>1. ممارسة النشاط التجاري لحساب الغير يجوز للولي أو الوصي أو القيم أن يمارس التجارة لحساب القاصرين ومن في حكمهم، وذلك بإذن من المحكمة الابتدائية التي يقع النشاط التجاري في نطاق اختصاصها</p> <p>2. وفي هذه الحالة يجوز شهر افلاس القاصر أو من في حكمه دون أن تطبق في شأنهم التبعات الجنائية لشهر الإفلاس<sup>5</sup></p>	<p>Practicing Commercial Activity to Others Account</p> <p>1. The guardian or the custodian or the curator may practice commerce to the minors or alike account under a permission of the court of the First Instance which the commercial ctivity falls under its jurisdiction.</p> <p>2. In this case, the bankruptcy of the minor or alike may be declared, without applying against them the criminal consequences of the bankruptcy declaration</p>

text 5

Text 3 above, expresses necessity and obligation through the repeated use of the lexical items “يجب” and “يعتبر”. In the source text (ST), these terms function in the active form to convey both obligation and necessity. In contrast, the English translation employs “should” followed by the verb “nominate” to render the Arabic expression “يجب أن يعين”. From my perspective, the translator failed to accurately convey the intended force of “يجب” because “should” was used instead of “shall”, the latter being the modal verb that more appropriately expresses legal obligation.

The second lexical item, “يعتبر”, however, is translated more successfully. The translator uses “shall” combined with the passive form of “consider”, which effectively reflects the obligatory force of the original text. Consequently, while the first instance demonstrates an inaccurate interpretation of obligation, the second instance transfers the meaning appropriately.

In Text 4, permission is explicitly conveyed through the verb “تأذن” preceded by the particle “يجوز” in the Arabic text. The translator appears unsuccessful in fully rendering this meaning because neither “shall” nor “may” is introduced with the verb “permit”. Nevertheless, the translator achieves a high degree of adequacy in translating “تقسم” in the passive structure “shall be divided”, thereby expressing a strong sense of obligation.

In Text 4, the Arabic lexical verb “يجوز” carries the meaning of “to be possible”, granting the legal subject the freedom either to perform or refrain from a specific act (Crabbe, 1998, p. 78). A more suitable translation may be proposed as follows: “The commodities and services shall be divided for the purposes of performing Trade Agency activities into homogeneous categories, and a person shall be permitted to perform such activities in one category only. However, the committee may permit certain legal persons to perform activities in more than one category in cases deemed necessary for Trade Agency work.”

In the English target text (TT) of Text 5, the translator uses “may” to render “يجوز”, which successfully conveys the intended meaning. However, the translator seems to inadequately express the sense of obligation in the phrase “دون أن تطبق”, translated literally as “without

<sup>5</sup> (8) of Law No. 23 of 2010

applying them”. This literal rendering fails to communicate the intended Arabic meaning, namely that the “declaration” shall not entail the criminal consequences associated with bankruptcy. Such literal translation may distort the modal meaning and potentially mislead the English reader.

Furthermore, the obligatory force associated with “shall”, which is essential in legal discourse, is not properly conveyed. A more accurate translation may therefore be suggested as follows: “In this case, the bankruptcy of the minor or similar person may be declared, but such declaration shall not entail the criminal consequences of a bankruptcy declaration” (my translation). Additional examples of the verb “يطبق” are provided below.

<i>Arabic Text (ST)</i>	<i>English Translation (TT)</i>
<p>مدى تطبيق القانون المدني تطبق على الأنشطة الاقتصادية أحكام القانون القانون المدني، فيما لم يرد بشأنه نص في هذا القانون على أن تطبق هذه الأحكام لا يكون إلا بمقدار اتفاقها مع المبادئ العامة في هذا القانون<sup>6</sup></p>	<p>Application of Civil Law applied in as much as their correspondence with General Principles in this Law.</p>
<p>تطبيق السوابق القضائية ومبادئ العدالة إذا لم يوجد حكم تشريعي يمكن تطبيقه فللقاضي أن يسنرشد بالسوابق القضائية وبمقتضيات الإنصاف والاستقامة التجارية<sup>7</sup></p>	<p>Application of Precedents and Principles of Justice If there is no applicable legislative provision, the judge shall have the right to be guided by the precedents, equity requirements and commercial integrity</p>
<p>انتهاء مدة الشركة تتحل الشركة إذا انتهت المدة المحددة لها، إلا إذا قام الشركاء بتمديد أجل الشركة حسب بنود العقد أو النظام الأساسي قبل انتهاء تلك المدة، ما لم ينص القانون على خلاف ذلك<sup>8</sup></p>	<p>Expiry of Company Duration The company shall be dissolved on expiry of its fixed duration unless the partners extended thereof as per terms of the memorandum or articles of association prior to expiry of that duration, unless the law states otherwise.</p>

In Example 6, the sense of obligation is expressed twice through the use of the verb “تطبق”. The combination of “shall” with the passive form of the lexical verb “apply” conveys the idea that

<sup>6</sup> Article (2) of Law No. 23 of 2010

<sup>7</sup> Article (3) of Law No. 23 of 2010

<sup>8</sup> Article (32) of Law No. 23 of 2010

all legal provisions are to be enforced and implemented. This justifies the translator's use of the passive construction in the TT to preserve the same legal meaning.

In Text 7, the ST writer clearly grants permission to the judge through the use of the connector "ف" together with the particle "لا" attached to the noun "القاضي". The connector "ف" in Arabic could alternatively be replaced by lexical verbs such as "يجوز" or "يمكن" combined with the particle "لا".

However, the draftsman deliberately chose the structure "ف" followed by "القاضي" in order to eliminate possible ambiguity. The translator considered it important to reflect the notion of "right" implied in the SL verb "يحق", which is omitted in Arabic and substituted by the preposition "لا", while still conveying the same meaning.

Consequently, the translator rendered the expression as "shall have the right" to communicate the authority granted to the judge. In my view, this translation successfully achieves an optimal level of adequacy. The example therefore represents a clear illustration of how modality is realised in English legal discourse.

In Text 8, the SL demonstrates the modal notion of obligation, according to which the company is dissolved upon the expiry of the agreement unless otherwise stipulated by law. This meaning is conveyed in the SL through the lexical verb "تتحل" followed by the noun "الشركة". In the TL, the same notion is expressed through the deontic modal "shall" combined with the verb "to be" and a passive construction that communicates the dissolution of the company contract.

## 2.2 Must

The Arabic verb "يجب" can pose challenges for legal translators because it may mean either "shall," when conveying an imperative or mandatory sense, or "must," when the focus is not on imposing an obligation on the subject but on emphasizing the necessity of performing an action (Sabra, 2005, p. 94).

<i>Arabic Text (ST)</i>	<i>English Translation (TT)</i>
قاضي لا تقل درجته عن مستشار محكمة استئناف رئيس <sup>9</sup>	A judge whose grade is not less than Counsellor in the Appeal Court -- Chairman

text 9

<i>Arabic Text (ST)</i>	<i>English Translation (TT)</i>
تتميز منتجاته أو خدماته بالدقة والإتقان <sup>10</sup>	whose products or services are...distinguished by good quality and perfection..

text 10

Article (2) Libyan Resolution No. 136 2004<sup>9</sup>

6 of 2004. Article (4) The Executive Regulation for Law No<sup>10</sup>

As illustrated in Text 9, the notion of modality in Arabic is conveyed through the lexical expression “لا تقل”، which can be literally translated as “not less than.” The intended meaning of the Arabic text is that “the rank of the judge must not be lower than that of a judge in the Court of Appeal”. However, the translator fails to recognise and appropriately render the modal meaning in the English translation, resulting in ambiguity and a degree of translation loss.

Similarly, in example 10 above, the sense of obligation in the Arabic text is expressed through the term “تتميز”، indicating that the products “must be” characterised by high quality. Once again, the translator does not adequately convey the modal meaning in the English version, relying instead on an excessively literal translation strategy.

<i>Arabic Text (ST)</i>	<i>English Translation (TT)</i>
<p>نقصان أصول الشركة إذا نقصت قيمة أصول الشركة عن أقل من نصف رأس مالها نتيجة للخسائر المثبتة في قوائمها المالية، وجب على المدير أو المديرين أن يدعوا الشركاء للاجتماع بغرض حل الشركة، أو مواصلة نشاطها بعد إعادة رأس المال إلى ما يزيد على النصف على الأقل<sup>11</sup></p>	<p>Decrease in Company Assets If the value of the company assets is decreased by less than half of its capital due to the losses confirmed in its financial statements, the manager or the managers must convene partners meeting for dissolving the company or continuing its activity after reinstating the capital to at least more than half</p>

text 11

<i>Arabic Text (ST)</i>	<i>English Translation (TT)</i>
<p>بيانات مستندات الشركة يجب أن يُذكر في مستندات الشركة ومراسلاتها مركز الشركة الرئيسي، ومكتب السجل التجاري المقيدة به، ويجب بالنسبة للشركات المساهمة وشركات التوصية بالأسهم والشركات ذات المسؤولية المحدودة أن يُذكر زيادةً على ماتقدم رأس المال المكتتب فيه والمدفوع منه فعلاً صحيحاً وحقبة أمام الغير إلى أن يثبت العكس<sup>12</sup></p>	<p>Data of Company Document The company head office, the Commercial Register Office in which it is registered, registration number must be laid-down in documents and correspondence of the company. As regards Joint-Stock Companies, companies limited by shares and limited liability companies there should be laid-down, in addition to the above the subscribed capital and the actually paid thereof.</p>

text 12

<i>Arabic Text (ST)</i>	<i>English Translation (TT)</i>
<p>يجب على كل شركة منظمة بأحكام هذا القانون أن</p>	<p>Any company organized under</p>

23 of 2010. Article (31) of Law No<sup>11</sup>23 of 2010. Article (16) of Law No<sup>12</sup>

تُعين مراجع حسابات خارجياً أو أكثر حسب الأحوال، إذا تجاوز رأس مالها المقدر الذي يحدده قرار من الأمين المختص، كما يجب أن تكون مراجع الحسابات الخارجي من الأشخاص المرخص لهم بممارسة هذه المهنة، ويعتبر التقرير الصادر عن مراجع الحسابات الخارجي وكذلك الميزانية والحسابات الختامية المراجعة من قبله<sup>13</sup>

provisions of this law should nominate an external auditor or more, as per the cases, if it exceeded its estimated capital to be fixed by a resolution of the concerned secretary. The external auditor also must be amongst the persons authorized to practice such profession. The report to be issued by the external auditor as well as the balance sheet and the final accounts audited by him shall be considered correct and a pretext before others unless the contrary is confirmed

text 13

As illustrated in Examples 11, 12, and 13 above, the modal notion associated with establishing rules is translated using the English modal verb “must.” In this context, the sense of necessity is reinforced through a conditional clause, namely, when the company’s assets decrease to less than half of its capital. The translator has effectively conveyed the intended meaning of the modal verb “must.”

### 2.3 May

The lexical verb “يجوز” is commonly rendered into English as the modal verb “may.” In legal discourse, “may” is employed to grant the legal subject discretionary authority either to perform or refrain from performing a particular act.

Accordingly, if the subject chooses not to carry out the action, this does not entitle the opposing party to initiate legal proceedings against them (Crabbe, 1998, p. 78). The following examples demonstrate the translation of “يجوز” into English.

<i>Arabic Text (ST)</i>	<i>English Translation (TT)</i>
<p>السن القانوني لمزاولة النشاط التجاري يجوز لمن بلغت سنه ثماني عشرة سنة كاملة أن يقوم بمزاولة النشاط التجاري مالم يتطلب تشريع آخر أهلية أعلى<sup>14</sup></p>	<p>Anyone who attained activity in full eighteen years of age may practice commercial activity unless another legislation requires higher qualification</p>

text 14

23 of 2010. Article (18) of Law No<sup>13</sup>

<sup>14</sup> Article (7) of Law No. 23 of 2010

<i>Arabic Text (ST)</i>	<i>English Translation (TT)</i>
يجوز للأمين المختص أن يصدر قراراً بالتماذج الاسترشادية لعقود التأسيس، والأنظمة الأساسية للشركات والتشريكات المنظمة لها <sup>15</sup>	The concerned secretary may issue a resolution on guided forms of memorandums and articles of associations of companies and partnerships.

text 15

<i>Arabic Text (ST)</i>	<i>English Translation (TT)</i>
لا يجوز طرد الشريك من الشركة إلا في الحالات التي يبيح فيها القانون ذلك، أو في الحالات المنصوص في العقد، أو النظام الأساسي، كما لا يجوز تشديد التزام الشريك إلا بموافقه. <sup>16</sup>	The partner may not be dismissed from the company unless in cases allowable by the law or in cases provided for in the memorandum or the Articles of Association. The partner obligation also may not be emphasized unless with his consent

text 16

In Example 14 above, the source-language (SL) writer explicitly conveys the modal meaning of “permission” for individuals who have reached the age of eighteen to engage in commercial activities through the Arabic lexical verb “يجوز” followed by the particle “لـ” attached to the pronoun. The intended function is to grant legal authorization to perform a particular act, and the translator successfully captures this meaning. A similar instance appears in Example 15, where “يجوز” is likewise translated using the modal verb “may.” Other expressions, such as “has the right to” or “is able to,” could also be employed to convey the same modal meaning. However, the translator appears to prefer the use of “may,” which effectively communicates the intended sense of legal permission.

Conversely, the expression “لا يجوز” is used to remove discretionary authority from the subject of the sentence. In other words, it indicates that the subject is not permitted to carry out the specified action, thereby functioning as a form of prohibition, as illustrated in Example 16. In both cases, the translator renders the term as “may not,” which successfully transfers the intended meaning of the Arabic expression “لا يجوز.”

The preceding discussion demonstrates that translating legal texts into English presents considerable challenges in Libya and therefore requires serious scholarly and professional attention. This paper has examined a range of examples drawn from Libyan commercial law translated into English by professional translators in Libya. It specifically investigates the difficulties associated with translating modality and the strategies adopted by translators to address such challenges.

It is evident that legal translators play a crucial role in facilitating institutional and international communication. Consequently, ensuring effective legal translation and developing qualified legal translators are of paramount importance within the commercial sector. Legal translation is a highly complex activity that demands specialized expertise and professional competence. Translators working in the field of commercial law, for instance, require specialized training as

<sup>15</sup> Article (23) of Law No. 23 of 2010

23 of 2010. Article (19) of Law No<sup>16</sup>

well as substantial background knowledge of English commercial law. Furthermore, collaboration with commercial lawyers is strongly recommended, as it can significantly enhance the quality and accuracy of legal translation.

### 3. Conclusion

The analysis presented in this paper demonstrates that modality represents one of the most important and complex aspects of English–Arabic legal translation. In legal discourse, modal expressions extend beyond simple grammatical structures, serving crucial legal functions by conveying obligation, prohibition, permission, necessity, and authority. Therefore, any mistranslation of modal meanings may lead to ambiguity, alteration of legal intent, or misunderstanding of the rights and obligations contained in the source text.

The examination of examples taken from Libyan commercial legislation indicates that translating modal expressions such as *shall*, *must*, and *may* requires careful attention to both linguistic and legal contexts. In several instances, translators were successful in preserving the intended legal force of the original text, particularly when expressions of permission were rendered through the modal verb *may*.

Nevertheless, the analysis also identified numerous cases in which literal translation or unsuitable modal choices reduced the obligatory or prohibitive force of the original Arabic text. The inappropriate use of *should* in place of *shall*, the omission of modal meaning, and the inability to differentiate between obligation and permission demonstrate how inaccurate translation decisions can substantially affect legal meaning.

Moreover, the study emphasises the structural and conceptual differences between Arabic and English legal discourse. Arabic legal texts often depend on lexical verbs and syntactic structures to convey modality, whereas English legal drafting traditionally relies on modal auxiliaries that carry specialised legal meanings. Consequently, effective legal translation requires not only bilingual proficiency but also a thorough understanding of legal drafting conventions, comparative legal systems, and the pragmatic functions of modality in both languages.

In conclusion, the paper confirms that legal translation is a highly specialised discipline requiring professional expertise and interdisciplinary knowledge. Legal translators must possess advanced linguistic competence together with a solid understanding of legal terminology and legal reasoning. Within the field of commercial legislation, where accuracy and clarity are essential, collaboration between translators and legal professionals is particularly significant. Such cooperation can greatly improve the precision, consistency, and reliability of translated legal texts while facilitating effective international legal communication.

### 4. References

- Black, H. C. (1999). Black's law dictionary (7th ed.). West Group.
- Cao, D. (2007). Translating law. Multilingual Matters.
- Crabbe, V. C. R. A. C. (1998). Legislative drafting. Cavendish Publishing.
- Dickins, J., Hervey, S., & Higgins, I. (2002). Thinking Arabic translation: A course in translation method: Arabic to English. Routledge.
- Farghal, M., & Shunnaq, A. (1999). Translation with reference to English and Arabic: A practical guide. Dar Al-Hilal for Translation.
- Hatim, B. (1997). Communication across cultures: Translation theory and contrastive text linguistics. University of Exeter Press.

- Hatim, B., & Mason, I. (1990). *Discourse and the translator*. Longman.
- Sabra, A. (2005). Translation and modality in legal discourse. *Journal of Language and Translation*, 6(2), 45–61.
- Tiersma, P. M. (1999). *Legal language*. University of Chicago Press.
- Williams, C. J. (2011). Legal English and plain English: An update. *ESP Across Cultures*, 8, 139–151.