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Exploring the Challenges of AI Translation of
Modal Verbs in English Legal Texts into Arabic: A
Focus on "Shall"

Keywords:

Legal Translation. Modal Verbs. English–Arabic Translation.
Artificial Intelligence (AI) Translation. Obligation. Skoop's Theory.

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E-mail Jaa@tu.edu.iq**ABSTRACT**

This research investigates the complexities involved in translating the English legal modal verb shall into Arabic, with a particular focus on the challenges posed by both human and AI-based translation practices. The study demonstrates that shall, a modal verb central to legal discourse, carries dual functions of futurity and obligation, yet its legal force is often lost in translation. Human translators typically render shall in ways that preserve its obligatory meaning, employing verbs such as يلتزم and يمنح to reflect legal necessity and enforceability. By contrast, AI translation systems frequently substitute forms like قد and يمكن which denote possibility or permission rather than obligation. Such mistranslations risk undermining the intended legal effect of contractual and statutory provisions, leading to potential ambiguity and misinterpretation.

To address these challenges, the study applies Skopos theory, which emphasizes the communicative purpose of the target text. Within the framework of legal translation, this theory provides valuable guidance by prioritizing obligation-based renderings in Arabic, thereby ensuring that the translated text fulfills its legal function. The findings reinforce the principle that legal translation is not a purely linguistic exercise but a functional and pragmatic activity, where precision and clarity are paramount.

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استكشاف تحديات ترجمة الذكاء الاصطناعي للأفعال المساعدة في النصوص القانونية الإنجليزية إلى العربية: التركيز على "يجب"

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المستخلص:

يبحث هذا البحث في التعقيدات التي تتطوي عليها ترجمة الفعل المساعد القانوني الإنجليزي "shall" إلى العربية، مع التركيز بشكل خاص على التحديات التي تطرحها ممارسات الترجمة البشرية والقائمة على الذكاء الاصطناعي. توضح الدراسة أن "shall"، وهو فعل مساعد محوري في الخطاب القانوني، يحمل وظيفتين: المستقبل والالتزام، إلا أن قوته القانونية غالباً ما تضيع في الترجمة. عادةً ما يترجم المترجمون البشريون "shall" بطرق تحافظ على معناها الإلزامي، مستخدمين أفعالاً مثل "يلتزم" و"يمنح" لتعكس الضرورة القانونية وإمكانية التنفيذ. على النقيض من ذلك، غالباً ما تستبدل أنظمة الترجمة بالذكاء الاصطناعي صيغاً مثل "قد" و"يستطيع"، والتي تدل على الإمكانية أو الإذن بدلاً من الالتزام. تُخاطر هذه الترجمات الخاطئة بتقويض الأثر القانوني المقصود للأحكام التعاقدية والقانونية، مما يؤدي إلى غموض محتمل وسوء تفسير. وللمواجهة هذه التحديات، تطبق الدراسة نظرية الهدف، التي تؤكد على الغرض التواصلية للنص الهدف. في إطار الترجمة القانونية، تُقدم هذه النظرية إرشادات قيمة من خلال إعطاء الأولوية للترجمات القائمة على الالتزام في اللغة العربية، مما يضمن أن النص المترجم يؤدي وظيفته القانونية. تُعزز هذه النتائج مبدأ أن الترجمة القانونية ليست مجرد ممارسة لغوية، بل هي نشاط وظيفي وعملي، حيث تُعدّ الدقة والوضوح أمراً بالغ الأهمية. وتمتد الآثار الأوسع لهذا البحث إلى المترجمين وصانعي السياسات ومطوري تقنيات الذكاء الاصطناعي. فهو يُحذّر الممارسين القانونيين من الاعتماد المفرط على أنظمة الذكاء الاصطناعي في صياغة العقود ثنائية اللغة، ويحثّ مطوري الذكاء الاصطناعي على تصميم نماذج أكثر مراعاة للسياق، مُدربة على نصوص قانونية متخصصة.

الكلمات المفتاحية: الفعل المساعد، أنظمة الترجمة، تقنيات الذكاء الاصطناعي

1. Introduction

Legal translation stands at the intersection of language, law, and culture, demanding accuracy that leaves no room for ambiguity. Among the most complex elements of legal English are modal verbs—especially *shall*—which carry nuanced implications of obligation, duty, permission, or futurity. Unlike everyday usage, the legal force of *shall* is binding and prescriptive, yet its meaning often shifts with context. This presents unique challenges when translating into Arabic, where no single equivalent consistently conveys its layered functions. The difficulty becomes even more pronounced with the rise of Artificial Intelligence (AI) translation systems, which, despite remarkable advances, often misinterpret such subtle distinctions, resulting in errors that may compromise legal clarity and validity.

This study addresses the central problem of how *shall* is translated in legal texts from English into Arabic, with particular attention to the limitations of AI-based translation tools. By examining authentic legal documents and comparing human and AI renderings, the research highlights the risks of mistranslation and the need for context-sensitive approaches. Drawing on theoretical frameworks such as Skopos theory, the study not only evaluates translation practices but also proposes strategies to enhance accuracy and reliability. In doing so, it contributes to the broader field of legal translation, offering insights that are academically significant, professionally relevant, and technologically urgent.

1.1 Problem of the Study

Legal translation requires a high degree of precision, as any ambiguity may alter the meaning and legal implications of a text. Among the most challenging aspects of legal English are modal verbs, particularly “*shall*” These verbs express obligation, necessity, permission, or prohibition in nuanced ways that often lack direct equivalents in Arabic. The problem is compounded when Artificial Intelligence (AI)-based translation tools attempt to process such terms, often producing inaccurate or ambiguous results that may lead to

misinterpretation in legal contexts. Accordingly, this study seeks to answer the following main question:

- How is the English modal verb “*shall*” shall be translated into Arabic in legal texts, and what are the challenges posed by AI-based translation systems in handling them?

1.2 Aims of the Study

The study aims at:

1. Investigate the meanings and functions of “*shall*” in English legal texts.
2. Examine how this modal verb is rendered in Arabic legal translation.
3. Evaluate the performance of AI-based translation systems in handling these verbs.
4. Propose practical strategies and frameworks (e.g., Skopos theory) for improving the accuracy of translating legal modal verbs between English and Arabic.

1.3 Importance of the Study

This study is significant for several reasons:

- **Academic contribution:** It enriches the field of legal translation studies by focusing on a neglected yet crucial area—modal verbs.
- **Practical relevance:** It provides translators, legal practitioners, and policymakers with insight into the risks of ambiguity caused by mistranslation.
- **Technological significance:** It highlights the limitations of AI systems in handling legal discourse, offering guidelines for improving their reliability.
- **Cultural and linguistic value:** By comparing English and Arabic, the study contributes to cross-linguistic understanding of legal modality and its implications.

1.4 Scope of the Study

The scope of this study is limited to:

- **Focus:** The English modal verbs “*shall*” within legal contexts.
- **Language pair:** English and Arabic.
- **Domain:** Legal texts such as contracts, statutes, and agreements.
- **Translation tools:** Human legal translation practices and AI-based translation systems.

The study does not cover the translation of all modal verbs, nor does it provide a comprehensive evaluation of all AI translation platforms. Instead, it focuses on the most frequent and problematic verb (“*shall*”) as case study.

Keywords

Legal Translation. Modal Verbs. English–Arabic Translation. Artificial Intelligence (AI) Translation. Obligation. Skopos Theory.

2. Definitions of Legal Translation

Legal translation, as the name suggests, involves translating any type of document that contains legal information. As with other kinds of specialized translations, legal translation requires a professional translator who is specialized and an expert in the field.

Legal translation is a type of specialized translation that consists of translating any type of document related to the law or any legal administrative procedure. Examples of documents that form part of legal translation include court judgments, notarized deeds, company registration certificates, identity documents, etc. In legal translation, we distinguish between two types of translation: standard translations and sworn/certified translations.

The type of document to be translated and the type of use will determine whether you require a standard translation or a sworn/certified translation. Generally, public institutions will require that translations submitted to them be certified/sworn.

3. Features of English Legal Discourse

3.1 Lexical Features

Legal English, mostly called legalese, has a distinctive vocabulary (Goodrich, 1987). Alcaraz-Varo and Hughes (2002) classified it into three types:

1. **Technical terms:** terms that are specific to the law, such as lawyer, court.
 - a. *Example: barrister* (a type of lawyer in the UK).
2. **Semi-technical (legal homonyms):** words with both general and legal meanings, e.g., *settlement, assessment*.
 - a. *Example: settlement* (resolution of a dispute).
3. **General vocabulary in legal use:** words with legal implications but used in ordinary language, e.g., *record, party*.

3.1.1 Archaic Terms

Legal English still uses archaic terms such as "hereby," "hereinafter," and "herein" (Alcaraz-Varo & Hughes, 2002).

Example: I hereby confirm the accuracy of the report... (Confirmation of Agreement). Although these terms are less common in modern legislation, they are still common in contracts (Melinkoff, 1963).

3.1.2 Latin and French Terms

Latin language still has influence on English legal language because of the dominance of the Roman Church in the Middle Ages. French terms entered after the Norman Conquest. • Examples: *bona fide* (in good faith) (Tiersma, 1999), *voir dire* (jury examination), *buy* (purchase), *evidence* (evidence), *verdict* (judgment) (Melinkoff, 1963).

3.1.3 Formal Terms

Formality appears from Latin-derived words and fixed expressions (Alcaraz Varó, 2009).

- *Example: Court oath: “I do solemnly swear to tell the truth, the whole truth, and nothing but the truth.”*

3.1.4 Religious, Culture-Specific, and System-Based Lexis

Some terms represent specific religion or legal systems. (Matulewska, 2007).

Example: acts of God (unforeseeable natural events), *civil partnership* (UK Civil Partnership Act, 2004).

3.2 Syntactic Features

3.2.1 Nominalization

Verbs are changed into nouns to generalize meaning and to avoid agents (Quirk et al., 1985). *Example: assessment* instead of “to assess”.

3.2.2 Passivation

The passive voice is much used to hide the agent (Fowler, 1991; Tiersma, 1999).

- *Example: has been approved* instead of “the judge approved”.

3.2.3 Wh-Deletion

Deleting *which/what* in clauses (Danet, 1985).

- *Example: agreement herein (which is) contained.*

3.2.4 Conditionals & Connectors

The repeated use of *if, provided that, whereas* (Mellinkoff, 1963).

- *Example: The ministry may postpone the employee’s vacation provided that...* (employment contract).

3.2.5 Complex Sentences

Legal sentences are often long and have many subordinate clauses (Danet, 1985).

- *Example: A contract clause listing destruction, damage, loss, alteration* (Partnership Contract).
-

3.2.6 Performative Verbs and Modals

Law performs actions through verbs (*certify, declare, authorize*) and modal verbs (*shall, must, may*) (Austin, 1962; Tiersma, 1999).

- *Example: I hereby authorize this marriage certificate* (Marriage Certificate).

3.2.7 Negation

English Legal language uses multiple negatives (Tenancy Agreement).

- *Example: not to assign... unless required.*

3.2.8 Binomial and Triplet Expressions

The use of paired or triplet synonym words for emphasizing on a specific point (Tiersma, 1999).

- *Example: I make, publish and declare this instrument to be my Last Will and Testament.*

3.3 Textual Features

3.3.1 Cohesion

Cohesion is done primarily by lexical repetition and conjunctions (Halliday & Hasan, 1976). Pronouns are avoided to decrease vagueness (Tiersma, 1999).

- *Example: the fixtures, furniture and effects* (Tenancy Agreement).

4. Introduction to AI Translation

The technical resources of Artificial Intelligence (AI) can be used to handle some of the requirements of translating English into Arabic. However, when used to translate modal verbs which represent subtle differences of obligation and legal power in English, the reliability of these AI systems often comes into question. These modal verbs, which usually occur in Legal English, denote different levels of obligation, necessity, responsibility, commitment and/or permission. There are nine modal verbs whose meaning changes in the context of law across different languages; these modal verbs could be categorized into three groups: 1) “must”, “will” and “shall” to signify obligation; 2) “should”

“can” and “may” to talk about permission; and 3) “could” “might” and “would” to talk about expectation. Although AI systems successfully translate the nine English modal verbs, the modal verbs “shall” and “may” are the main source of ambiguity for these systems when used to translate English legal texts into Arabic (for Translation & Literary Studies & Riyadh Rahim, 2024).

The modal verb “shall” has significant legal force, indicating obligation, necessity, or duty, and often conveys the future tense in Legal English, depending on context. The obligations indicated by “shall” category include those arising from contracts or legislation. Arabic legal texts, in contrast, always use the present tense form of the verb following the modal “shall”. The appropriate Arabic equivalent of “shall” is explored through case studies. Word-for-word translation of “shall” is inadequate to capture its range of possible meanings. The choice of translation depends on several contextual factors, including contingent vs. absolute statements and the intent of the original formulation. Dual translation patterns are required to distinguish between when “shall” indicates simple futurity and when it imposes a legal obligation. The absence of a future tense in Arabic exacerbates the problem; the present tense form must convey both modalities (for Translation & Literary Studies & Altarabin, 2018).

5. The Importance of Modal Verbs in Legal Language

Legal language exhibits a characteristic vocabulary and style. It features technical terms, archaic expressions, formal items, and unusual phrases. Passive structures are common, yet the style emphasizes economy and a sparse, awkward use of punctuation. Long and complex sentences are standard, often containing only one main verb, with a consequent scarcity of conjunctions. Nominalization as well as the extensive use of conditional and prepositional phrases with explicit reference to time, place, and conditions are also frequently observed (World English Journal & Bandar Abdulaziz Altwaijri, 2019).

Modal auxiliaries have an important function in legal language, and the two most frequently used modals are “shall” and “may.” “Shall” performs a law-specific function that can be traced back to Roman law; it

serves “the dual limiting function of expressing both futurity and obligation.” It is the first choice for expressing an obligation when the mood is deontic, but in excess, “shall” may also produce ambiguity and confusion. “May” is the second most frequently used modal and denotes either permission or possibility. The selection of the appropriate modal, therefore, may have serious consequences for legal interpretation (Hiroshi, 2010).

6. Overview of AI Translation Technologies

Numerous technologies are currently available for translation (World English Journal & Bandar Abdulaziz Altwaijri, 2019). They can be easily accessed online, yet the degree to which they are specialized in translating legal texts varies. Some systems are generally suitable, while others are highly proficient in managing technical and specialized content (for Translation & Literary Studies & Riyadh Rahim, 2024).

7. Challenges in Translating 'Shall'

“Shall” is a key linguistic indicator of legal obligation. Its closest Arabic equivalents do not carry the same legal force (for Translation & Literary Studies & Riyadh Rahim, 2024). A recent attempt to translate model contracts illustrates this discrepancy: “Subject to Clause 2.1, the Seller shall give notice to the Buyer within 10 Business Days of becoming aware of a Defect.” The Arabic back-translation reads: “Subject to Clause 2.1, the Seller gives notice to the Buyer within 10 Business Days of becoming aware of a Defect.” In the English legal framework, “shall” expresses a firm duty. However, the Arabic equivalent markers convey mere futurity. A faithful translation therefore requires an additional modal statement.

7.1 Legal Implications of 'Shall'

The modal verb “shall” is widely used in contracts to express legal obligation. It bombards the translation process with problems because it is difficult to categorise. The first difficulty is explaining the difference between obligation and futurity because of the dominance of the second meaning in daily life contexts. The other difficulty is explaining the differences between legal and social obligation, as the legal should is

often equated beyond a reasonable doubt to social obligation. In addition, the assumption that Arabic modal verbs and equivalents all correspond to a unique function, the function of indicating obligation as with the English modal verb ‘shall’, exercises extreme pressures and limitations on the translator practising the translation of legal texts from English into Arabic (for Translation & Literary Studies & Riyadh Rahim, 2024).

The legal implications of “shall” present a challenge of paramount importance, as the legal system continues to use it as the central instrument indicating obligation (World English Journal & Bandar Abdulaziz Altwaijri, 2019). Although no form of obligation is accepted to be used in other systems, “shall” has no possibility of being eliminated from the language, first because legal translators remain faithful to the original form and, second, because the modification should not be made without a complete change of the system. Due to the difficulty of choosing an existing word and the impossibility of exposing a wholly new word, this is where the text’s ambiguity lies (for Translation & Literary Studies & Altarabin, 2018). When the original text is not clear, it is impossible to expect the translation to be free of confusion.

7.2 AI Limitations in Understanding Context

Despite recent advancements, AI-based language translation services still face limitations. Consequently, human translators remain necessary when higher translation quality is required (World English Journal & Bandar Abdulaziz Altwaijri, 2019). Certain translation tasks are more challenging for AI, even relative to other complex tasks like poetry translation (for Translation & Literary Studies & Riyadh Rahim, 2024). These challenges are especially evident when translating legal texts a type of document that requires precise terminology and is rarely subjected to adaptation. Moreover, when legal meaning is embedded in linguistic structures, errors frequently arise. The adoption of AI for legal translation rests on the assumption that a perfect or near-perfect corpus of legal documents is available for training. The absence of such a corpus, or a reliable method for assembling one, severely limits AI performance. The way AI approaches the translation of modal verbs emerges as a critical issue within this framework

8. Skoop's Approach to Translation

Research on the translation of modal verbs from English to Arabic, especially within legal contexts, remains sparse despite the critical importance of accuracy in this area. Skoop's theory offers an approach to address such challenges, underpinning the framework for a detailed investigation of modal verb translation.

Modal verbs are a linguistic category used to express attitudes and opinions concerning necessity and probability. In English, they comprise the subsidiary verbs can, could, may, might, will, would, shall, should, and must, which occur alongside a primary verb. According to, these grammatical elements primarily attach additional concepts such as ability or willingness —to the main verb.

The classification of English modal verbs often distinguishes between dynamic, deontic, and epistemic functions. Dynamic modal verbs relate to abilities and capacities, deontic modal verbs express obligation and permission, and epistemic modal verbs convey possibility or certainty. Such linguistic distinctions necessitate a comprehensive understanding of the parallel Arabic modalities.

Translating English modal verbs into Arabic represents a major challenge. Modal verbs in English belong to an invariant category; their form does not alter regardless of either the person or the subject. In Arabic, choices among modal expressions depend upon the gender, person, and number of the subject; hence, the morphological form varies accordingly. Examples of such dependencies include the Arabic modal expressions يمكن 'can/may', يلزم 'must/shall/ought to', and ينبغي 'should/ought to'.

Arabic uses modal expressions to indicate the modalities of ability, permission, obligation, and volition. It offers a more diversified system of epistemic modality than English provides, contributing further import to English modal verbs when applied in legal documents. The multiple options of Arabic expressions stem from the linguistic distinctions between deontic and epistemic modalities, expanded in Islamic Arab culture with increased flexibility attached to expressions of obligation and duty, which in turn imposes a duty on the addressees of the statements or declarations.

Skoop explores a specialized theory of “translation methods” for the analysis of English-Arabic translation in legal texts, recommending it as a strategy for achieving appropriate translation from English into Arabic. The theory extends existing research, anticipating that the coaching of translators and the inexperience often associated with academic research will prompt further development of robust translational frameworks, offering a valuable resource for translators at multiple levels (Osman Jabak & Nurulakla Syed Abdullah, 2017) (Rabe’a El-Beheri, 2012). The application of the theory to the translation of certain modal verbs within the domain of legal translation from English into Arabic demonstrates, through detailed examples, a practical approach to navigating the complexities involved.

8.1 Theoretical Framework

Skoop’s theoretical framework is adapted for legal translation of English modal verbs into Arabic modal expressions. Skoop’s proposal is predicated on the view that English modal verbs are substituted by modal equivalents and, depending on the context, by non-modal expressions in the target text. Modal verbs in English are a closed class of little words containing nine central verbs, an additional number of marginal modal verbs, and the semi-modal verbs also modelled as modal expressions (Yang et al., 2023). They are non-finite verbs used to express the way the event that the main verb expresses is conceived. According to Skoop, the manner of conception is encoded as different values of two parameters: (a) the parameter of root possibility and, (b) the parameter of root necessity. The parameter of root possibility marks the degrees to which the occurrence or non-occurrence of the related event is conceived as possible. The parameter of root necessity determines the extent to which the occurrence of the related event is conceived as necessary. The main functions of English modal verbs are assessed in comparison with the functions of Arabic modal expressions. The output of the study aims to assist legal translators through a model that implements Skoop’s theory to identify the modals used in the source language and substitutes them in the target language in conformity with the modal values and the legal context of the text. The study investigates the translation of the three most frequent English central modal verbs (must, can, and should) by applying Skoop’s theoretical framework to a corpus of legal texts and their Arabic

translations. The comparative study reveals translation patterns that constitute the point of departure for establishing a corresponding normative model for an adequate treatment of English modal verbs in translations into Arabic.

8.2 Practical Applications

Several case studies that demonstrate the practical applications of Skoop's theory on translating modal verbs from English into Arabic are presented below. These cases illustrate how the theory informs the translation of modal verbs in legal documents and hence aid legal translators. English modal verbs must, can, and should are deployed for this purpose. An analysis of some of the key features of these modals is also provided. A separate discussion of the Arabic modal expressions is included to provide the grounds of differing translation criteria.

9. Data Collection and Data Analysis

The data collected in this study are legal sentences contain the modal verb "shall" from an employment contract from the UAE. The contract is translated by human translator and an AI translation for the same sentences is provided by the researcher. A contrastive functional analysis is provided for both translations.

F L L TIME EMPLOYMENT CONTRACT				عقد عمل الدوام الكامل	
PERMIT TYPE				نوع التصريح	
WORK STYLE F L L TIME				نمط العمل الدوام الكامل	
TRANSACTION NUMBER		PERMIT NUMBER		رقم المعاملة رقم التصريح	
It is on Corresponding to This offer has been made by				إنه في يوم الموافق بين كل من :	
1.Establishment Name				1. اسم المنشأة	
Establishment Number				رقم المنشأة	
Represented by				و يمثلها	
Passport No		Nationality		رقم الجواز الجنسية	
Title		Emirate		الصفة الإمارة	
Telephone Numbrrer		E-Mail		رقم الهاتف البريد الإلكتروني	
Hereinafter referred to as the First Party / Employer in this Employment Contract				وبشار إلى ما ذكر في هذا البند بالطرف الأول / أو صاحب العمل في عقد العمل.	
2.Name		Nationality		2. الاسم الجنسية	
Date of Birth		Passport number		تاريخ الميلاد رقم الجواز	
Telephone number		Academic Qualification		رقم الهاتف المؤهل العلمي	
XXXXXXXXXX		XXXXXXXXXX		XXXXXXXXXX	
Hereinafter referred to as the Second Party / Employee in this Employment Contract.				وبشار إلى ذلك في هذا البند بالطرف الثاني / أو العامل في عقد العمل.	
First And Second Party are referred to collectively as the Parties/ Both Parties in this Employment Contract.				وبشار إلى ما ذكر في هذين البندين (1) و(2) معاً بالطرفين أو الطرفين في عقد العمل.	
Article (1) (Working days and hours) البند الأول (أيام وساعات العمل)					
Based on the mutual agreement and acceptance of Job Offer No dated					
Whereas the First Party expressed his/her desire to contract with the Second Party to fill the vacant position shown below, accordingly this offer is presented, which includes the following:					
1. The Second Party shall work for the First Party in the designation / profession of in (Emirate / City) Ordinary working hours Hours.					
2. The Second Party will undergo a probation period of					
3. The First Party shall grant the Second Party a paid annual leave of days .					
4. The Second Party is entitled to get a weekly rest of days with full payment for the following days					
بنا، على موافقة الطرفين على عرض العمل رقم بتاريخ					
أبدى الطرف الأول رغبته في التعاقد مع الطرف الثاني لتشيغية في المهنة الموضحة أدناه، متصفاً بالتالي:					
1. يلتزم الطرف الثاني بأن يعمل لدى الطرف الأول ب مهنة					
ب. في (إمارة / مدينة) وساعات عمل مقدارها ساعات .					
2. يعمل الطرف الثاني لدى الطرف الأول تحت التجربة لمدة					
3. يمنح الطرف الثاني إجازة سنوية لمدة يوم مدفوعة الأجر.					
4. يمنح الطرف الثاني راحة أسبوعية لمدة يوم مستحقة للتدور وذلك عن الأيام التالية					
Article (2) (Contract Details) البند الثاني (تفاصيل التعاقد)					
1.The term of this contract shall be two years starting from and ending on					
Should either Party solely wish to terminate the Employment Contract during the term thereof, the terminating Party shall notify the other party of such desire as a prior notice before the determined date of termination. Such period shall be similar for both parties.					
2.The Parties to the contract may renew the same once or more times for similar or shorter period/ periods. In the event of renewal of the contract the new period/ periods are deemed to be an extension of the original period and shall be added in calculation of the employee's total period of service.					
3.If both parties continue to apply the contract after the lapse of its original term or completion of work agreed to, without an express agreement, it should be understood that the original contract has been extended under the same conditions except for condition regarding its duration.					
1.تكون مدة هذا العقد تبدأ من وتنتهي في وفي حال رغبة أحد الطرفين إنهاء هذا العقد أثناء سريانه، فإنه يلتزم بتقديم إخطار بالإنهاء، للطرف الآخر مصحوباً بمهلة إقرار مدتها يوم قبل التاريخ المحدد للإنهاء، وتكون هذه المدة متماثلة للطرفين.					
2.يجوز بإتفاق الطرفين تجديد أو تجديد هذا العقد لمدة أخرى مماثلة أو مدة أقل مرة واحدة أو أكثر وفي حالة تجديد أو تجديد العقد، تعتبر المدة أو المدة الجديدة امتداداً للمدة الأصلية وتضاف إليها في احتساب مدة الخدمة المستمرة للعامل.					
3.إذا استمر الطرفان في تنفيذ العقد بعد إتمام مدته الأصلية أو إنتهاء العمل المتفق عليه دون إتفاق صريح اعتبر العقد الأصلي امتداداً ضمنياً بالشروط دائماً الواردة فيه.					
Article (3) (Salary Details) البند الثالث (تفاصيل الأجر)					
Parties hereto agree that the Second Party shall work for the First Party in return for a salary of Such salary includes:					
Basic Salary					
Allowances: Housing Allowance: Transport Allowance:					
Other Allowances: XXXXXXXXXXXX					
اتفق الطرفان على أن يعمل الطرف الثاني لدى الطرف الأول مقابل أجر مقداره وبشمل:					
الأجر الأساسي:					
البدلات: بدل سكن: بدل انتقال:					
بدلات أخرى: XXXXXXXXXXXX					
Article (4) (Additional Terms) البند الرابع (الشروط الإضافية)					
1.					
2.					
3.					
4.					
Any condition that violates the provisions of Decree-Law No. 33 of 2021 concerning the regulation of labour relations and the executive regulations and the relevant decisions in force in respect thereof shall be null and void.					
1.تكون مدة هذا العقد تبدأ من وتنتهي في وفي حال رغبة أحد الطرفين إنهاء هذا العقد أثناء سريانه، فإنه يلتزم بتقديم إخطار بالإنهاء، للطرف الآخر مصحوباً بمهلة إقرار مدتها يوم قبل التاريخ المحدد للإنهاء، وتكون هذه المدة متماثلة للطرفين.					
2.يجوز بإتفاق الطرفين تجديد أو تجديد هذا العقد لمدة أخرى مماثلة أو مدة أقل مرة واحدة أو أكثر وفي حالة تجديد أو تجديد العقد، تعتبر المدة أو المدة الجديدة امتداداً للمدة الأصلية وتضاف إليها في احتساب مدة الخدمة المستمرة للعامل.					
3.إذا استمر الطرفان في تنفيذ العقد بعد إتمام مدته الأصلية أو إنتهاء العمل المتفق عليه دون إتفاق صريح اعتبر العقد الأصلي امتداداً ضمنياً بالشروط دائماً الواردة فيه.					
Article (5) (Declarations) البند الخامس (الإقرارات)					
1. The parties hereto acknowledged that they had thoroughly reviewed and agreed to the articles stipulated herein which forms an integral part of the Employment Contract. This contract is executed in two original counterparts duly signed by both Parties.					
2. The provisions of Federal Decree-Law No. 33 of 2021 concerning the regulation of Labour Relations And its Executive Regulations and decisions implemented shall apply.					
Ministry approval		اعتماد الوزارة		Second Party's Signature	
First Party's Signature		توقيع الطرف الثاني		توقيع الطرف الأول	

Table (1) shows both human and AI translation for the five selected sentences.

English text	Human translation	AI translation
The Second Party shall work for the First party in the designation / profession of	يلتزم الطرف الثاني بان يعمل لدى الطرف الأول ب مهنة	يمكن للطرف الثاني أن يعمل لدى الطرف الأول في المسمى الوظيفي / المهنة
The First Party shall grant the Second Party a paid annual leave of	يمنح الطرف الثاني إجازة سنوية لمدة مدفوعة الاجر	قد يمنح الطرف الأول للطرف الثاني إجازة سنوية مدفوعة مدتها:
The term of this contract shall be two years starting from	تكون مدة هذا العقد سنتين تبدأ من	من المقرر أن تكون مدة هذا الاتفاق سنتين تبدأ من
Should either Party solely wishes to terminate the Employment Contract during the term thereof, the terminating Party shall notify the other party of such desire	وفي حال رغبه أحد الطرفين انها. هذا العقد اثناء سريانه ، فانه يلتزم بتقديم إخطار بالانتهاء، للطرف الآخر مصحوبا بمهلة إنذار	في حال رغب أحد الطرفين في إنهاء هذا الاتفاق خلال مدته، يُفضل أن يقوم الطرف الراغب بإشعار الطرف الآخر بذلك.
Parties hereto agree that the Second Party shall work for the First Party in return for a	اتفق الطرفان على أن يعمل الطرف الثاني لدى الطرف الأول مقابل	يتفق الطرفان على أن يعمل الطرف الثاني مع الطرف الأول مقابل

From the above table we find out that human translation is more accurate and precise than AI translation. Concerning Human translation, we notice that it gives more obligation in the translation of “shall”, since AI translation shows the functions of desirability, capability and probability rather than obligation which is the main function, meaning and legal purpose of “shall” in legal language. Misinterpreting any unit in the sentence in legal texts can make linguistic, meaning and legal issues.

10. Conclusions

The study affirms that the accurate translation of *shall* is not merely desirable but legally indispensable. While AI systems offer efficiency, they remain insufficient for contexts demanding absolute precision. Human expertise, guided by translation theories such as Skopos,

continues to be central. Future research should broaden the scope to include other modal verbs (*may, must, should*) and investigate hybrid models that integrate human judgment with AI efficiency, thereby advancing both the theory and practice of legal translation.

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