

TRANSLATING THE LEGAL ENGLISH BINOMINALS INTO ARABIC

TRADUÇÃO DOS BINÔMIOS JURÍDICOS DO INGLÊS PARA O ÁRABE

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Abstract

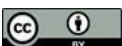
A characteristic of English legal language are legal doublets, like *null and void* and *cease and desist*, which are created by combining almost similar terms to guarantee accuracy, comprehensiveness, and legal certainty. Although these structures, namely, binominals have major historical and stylistic roles in common law systems, translating them into Arabic, a language that frequently values succinctness and semantic economy, can be very difficult. This study looks at the methods used to translate legal doublets from English into Arabic and assesses how they affect legal correctness, and clarity. Three prevalent strategies are identified by research, which is based on a corpus of contracts, legislation, and court documents: formal equivalence, semantic reduction into a single term, and functional paraphrasing. The analysis shows that while reduction runs the danger of losing minor legal distinctions ingrained in the source text, formal equivalence may preserve the intended legal meaning in the target text. Despite being context-dependent, functional translation seems to provide the most equitable approach by upholding legal meaning and adhering to Arabic drafting traditions. The study emphasizes how crucial contextual interpretation, legal knowledge, and comparative legal awareness are to producing accurate translations of legal doublets between Arabic and English.

Keywords: Legal Translation. Legal Doublets. English–Arabic Translation. Formal Equivalence.

Resumo

Uma característica da linguagem jurídica inglesa são os duplos jurídicos, como null and void e cease and desist, que são criados pela combinação de termos quase semelhantes para garantir precisão, exaustividade e segurança jurídica. Embora essas estruturas, ou seja, os binomiais, tenham um papel histórico e estilístico importante nos sistemas de common law, traduzi-las para o árabe, uma língua que frequentemente valoriza a concisão e a economia semântica, pode ser muito difícil. Este estudo analisa os métodos utilizados para traduzir duplas jurídicas do inglês para o árabe e avalia como eles afetam a correção jurídica e a clareza. Três estratégias predominantes são identificadas pela pesquisa, que se baseia em um corpus de contratos, legislação e documentos judiciais: equivalência formal, redução semântica a um único termo e parafraseamento funcional. A análise mostra que, embora a redução corra o risco de perder distinções jurídicas menores arraigadas no texto de origem, a equivalência formal pode preservar o significado jurídico pretendido no texto de destino. Apesar de ser dependente do contexto, a tradução funcional parece oferecer a abordagem mais equitativa, ao manter o significado jurídico e aderir às tradições de redação em árabe. O estudo enfatiza o quão cruciais são a interpretação contextual, o conhecimento jurídico e a consciência jurídica comparativa para a produção de traduções precisas de duplas jurídicas entre o árabe e o inglês.

Palavras-chave: Tradução Jurídica. Duplas Jurídicas. Tradução Inglês-Árabe. Equivalência Formal.



1 INTRODUCTION

In ancient times, when people signed such papers, “contracts”, they would use special words to explain what they meant. Also, it refers to a conventional spoken formula used when signing a legal document (Smith, 1869, p.137). It is often acknowledged that one of the most formulaic and conservative types of specialized speech is legal language. The frequent usage of binominals (doublets) and, less frequently, trinominals (triplets), such as null and void, help and abet, cease and desist, and terms and conditions, is one of its most distinguishing characteristics. These expressions are made up of two or more coordinated lexical pieces that work together as a single legal unit despite frequently having almost synonymous or somewhat overlapping meanings. The multilingual evolution of English law, which combined features from Old English, Law French, and Latin, is the historical basis for their continuation in legal drafting. This led to lexical pairing to guarantee accuracy, inclusivity, and legal certainty.

According to Mellinkoff (1963) and Šarčević (1997) Legal texts are performative tools that establish liabilities, impose responsibilities, and generate rights. Any language distortion in meaning, structure, or scope, no matter how small, can have major legal repercussions. Legal terminology functions as a system in which stability and predictability are crucial. Therefore, rather than being artistic additions, binominals should be regarded as fixed legal units.

Moreover, binominals pose a distinct difficulty in legal translation, particularly when translating from English to Arabic. Arabic legal style has historically prioritized economy, terminological consistency, and functional clarity, whereas English legal drafting celebrates lexical redundancy as a tactic to reduce interpretation risk. A conflict arises between maintaining the formal structure of the original text and attaining naturalness and acceptability in the target legal system because of this structural and stylistic mismatch. Translators frequently alternate between verbatim duplication, partial reduction, paraphrasing, or omission, as seen in several cases examined in this paper. Each of these actions may have a substantial impact on the translated text's legal force.

The purpose of this study is to examine how English legal binominals are translated into Arabic in real-world legal contexts and to assess how well or poorly current translations maintain formal equivalence and legal function. The research attempts to

improve professional practice in English–Arabic legal translation and to clarify the theoretical underpinnings that should direct translators when dealing with such formulaic constructions by analyzing several translated samples and evaluating them against accepted legal translation principles.

It is worth mentioning that the problem addressed in this study lies in legislative and contractual writings, legal English binominals serve specific semantic and functional purposes as fixed legal units. However, these constructions are often mistreated when translated into Arabic, either by removal, reduction to a single term, word-order change, or substitution with legally incorrect but aesthetically pleasing terms.

Determining the degree to which current English-Arabic translations of legal binominals as well as identifying the kinds of translational deviations that have the greatest negative impact on legal accuracy and interpretive stability, constitute the main challenge of this study. Finally, it is significant to hypothesize that the legal scope of the source text is dramatically altered and its juridical power in the target language is weakened when one component of a legal binominal is omitted or semantically reduced. To put it differently, reducing English legal binominals to single lexical items, translating them into Arabic while preserving their dual structure (doublet-to-doublet) yields more legal accuracy.

2 BINOMINAL STRUCTURES AND LEGAL LANGUAGE

One characteristic that distinguishes common law drafting is the use of legal binominals. As Gustafsson (1975, p. 25) states: they are "lexical pairs functioning as a single semantic and legal unit" and their internal order is typically fixed and irreversible (e.g., null and void, not void and null). Similarly, Mellinkoff (1963, p. 44) mentions that to guarantee that legal meaning would be understood across professional communities, these formations historically arose to blend words from various linguistic sources, usually English and French or Latin. He adds that Binominals have three primary functions from a functional standpoint:

- a) Precision: spanning overlapping semantic domains to narrow interpretation.
- b) Comprehensiveness: including all potential legal expressions of an idea.

- c) Preventive interpretation, which lessens the likelihood of legal action or loopholes due to semantic ambiguity.

Mellinkoff (1963, p.166) and Šarčević (1997, p. 3) contend that repetition in legal language is deliberate and serves as a defense against misunderstanding. Modern legal drafting manuals, such as Adams (2013) points out that doublets are frequently utilized to specify temporal and conditional limits in contractual responsibilities, consistently represent this viewpoint.

3 DOUBLET IN ARABIC LEGAL DRAFTING

Although less frequently than in English, binominal structures are also used in Arabic legal discourse. In Arab legal systems, phrases like *يقرويعترف ولاغٍ باطل* serve as reliable legal formulations. These constructions, as (Ait Rai & Sadik, 2025, pp. 18–19). states show that Arabic has its own conventions and terminological standards that govern binomialism. Arabic legal binominals frequently have an emphatic and confirmatory purpose, particularly in contracts and court papers. In many situations, structural preservation is both possible and desirable because it closely resembles the role of English binominals.

Additionally, comparative legal analysis reveals that some English binominals mirror conceptual distinctions acknowledged in Arab civil law, such as the distinction between voidability and absolute nullity in null and void, which is comparable to *البطلان المطلق* and *البطلان القابل للإبطال* ." Therefore, maintaining both elements in translation promotes both terminological consistency and doctrinal accuracy. (Cao, 2007, p. 58).

Similarly, it is evident that dual structure is one of the most common and stable legal expressions in contractual wording, serving as an example of reliable legal translation based on sound legal principles, where the accurate transmission of meaning is balanced with the preservation of the original legal structure and the clarity of the Arabic drafting. (Šarčević, 1997, pp. 13, 105, 112).

In the same respect, Haoyu, (2024, pp. 33–34) states that this formulation is coherent with what is specified in the Egyptian Civil Code in section (142), which states that: If the contract is void or voidable, the situation shall be restored to its original state

before the contract. This reflects a conceptual consistency between national legal theory and comparative practices in English formulation

4 FIDELITY PRINCIPLE AND LEGAL TRANSLATION

The limitations imposed by both linguistic and legal systems set legal translation apart from other forms of translation. According to Šarčević (1997), a translator mediates between two legal orders rather than just conveying meaning. Therefore, maintaining the propositional meaning, the legal consequence, and the formal structure where it has legal importance are all necessary for integrity in legal translation. Furthermore, Sabra (2003, p 28) emphasizes that any unwarranted addition, removal, or reorganization of a legal text damages its legitimacy and may render its legal purpose illegitimate. This idea is constantly highlighted in your study's analyzed corpus, where several translations were deemed inappropriate because they omitted or reduced one binominal structural component.

In a similar vein, Alcaraz & Hughes (2002, p.43) contend that when stylistic simplification compromises legal accuracy, legal translators must oppose it. In legal drafting, what would seem superfluous in everyday conversation frequently serves as purposeful semantic reinforcement.

In the same arena El-Farahaty (2015, p.489) emphasizes that each term in the doublet formula may have an independent legal meaning, and therefore deleting one of them or combining them into one term changes the overall meaning of the text and disagrees with what it refers. The necessity of maintaining the number of words in the target text is equivalent to the source text, to ensure accuracy, clarity, and consistency with the source. Furthermore, maintaining doublet forms achieves what Cao (2010, p.204) calls “accuracy and comprehensiveness in legal drafting,” since deleting a word reduces the semantic scope of the formulation and may affect its legal interpretation, with the resulting risks, as Alcaraz&Hughes (2002, p.114-118) explain.

For this reason, a legal translator is obliged to preserve the original text and meaning without deletion or addition that might distort the doublets' composition that fail to reflect the intended conceptual depth. Adhering to the original text is a fundamental condition for ensuring fidelity and credibility in legal translation (Almanna, 2017, p. 47).

Therefore, Cao (2007: p.59), stresses that resorting to a single formula breaches the principle of formal equivalence and replaces the compound meaning of two independent meanings with a single meaning, which is inconsistent with the legal specificity of the doublet formulation and translation fidelity. As confirmed by Sabra (1995, p.53), Legal translation is characterized by clarity, accuracy, and avoidance of ambiguity, because lawyers are keen to pay utmost attention to the source legal text.

To sum up from the sections above, one can conclude that doublets in legal register are not a matter of linguistic variation that reflects a tautological aspects of the text, but rather , they shows a legal system based terminology with further binding implications.

5 LEGAL TRANSLATION: FORMAL AND DYNAMIC EQUIVALENCE

A key component of binominal translation is the theoretical discussion of equivalence. Nida (1964, pp. 15-25) makes a distinction between two types of equivalence: dynamic (functional) equivalence, which emphasizes the text's impact on the intended audience, and formal one, which concentrates on maintaining the form and structure of the original text.

Scholars generally concur that when legal consequence is linked to literary structure, formal equivalence takes precedence in legal translation. According to Cao (2007, 2010), eliminating one component of a binominal could change the legal understanding of the provision by reducing its semantic scope. When translating into Arabic, El-Farahaty (2016, p. 480) strongly advocates preserving the number of components in binominal structures, claiming that structural symmetry improves legal clarity and guarantees compliance with the original text. In this regard , Hassan (2019, p.8) argues that The empirical result consistently supports this approach, showing that translations that preserve both components—for example, rendering the doublets recognize and confess as *يقر ويعترف*—were judged to be both legally sound and stylistically appropriate though, El-Farahaty (2016,p. 65), omission can only be permissible in situations where repetition would cause artificiality or confusion in the target language and when both components of the binominal are completely synonymous in both legal systems.

6 DYNAMIC EQUIVALENCE SUBCATEGORIES IN LEGAL BINOMIAL TRANSLATION

In legal translation, dynamic equivalence seeks to replicate the source text's communicative purpose and legal impact in the target legal system, not only its surface language (Nida, 1964, p.35). However, dynamic equivalency can take problematic shapes when used to legal binominals, which directly affect textual authority and legal accuracy. Three primary subcategories of dynamic equivalency may be found based on the examination of the translated samples used in this study: addition, alteration, and omission.

6.1 Omission

When one part of the binominal structure in the target text is removed, the translation becomes a single term. This is known as omission. Although translators typically defend this tactic based on style or conciseness, it frequently results in a loss of cumulative legal meaning in legal discourse. Examples include the rendering of acknowledge and confess as اعترف only, or unless and till as الى ان or مالم, which eliminates one legal and semantic function. These reductions eliminate the conditional scope, the temporal boundary, or the confirmatory force that were present in the initial formulation. (Mellinkoff, 1963, pp. 121–122).

Therefore, the legal translator's role is confined to conveying the text as it is—in wording, meaning, and spirit. So long as this remains feasible and acceptable in the target language, without resorting to modification or manipulation. Violating this principle constitutes a grave error that affects the Credibility and fidelity of the translation (Sabra, 2003, p. 33).

In this respect, El-Farahaty (2016, p. 492) highlights that to maintain semantic completeness, binominals should typically be translated using the same number of lexical units. Similar claims are made by Šarčević, S. (1997) and Mellinkoff (1963), who contend that omissions in legal formulas compromise legal certainty and allow for judicial reinterpretation. Consequently, missing structures regularly led to a decrease in contractual clarity and a weakening of legal authority.

6.2 Alteration

Even the overall meaning seems comparable, alteration happens when the translator substitutes terms that are conceptually or legally different from the original components for one or both binominal's components.

This was noticed in translations like:

- *goods and chattels* → البضائع والعوائد
- *part and parcel* → جزء جوهري
- *null and void* → غير فعالة، مجمدة، or عاطلة

The technical legal concept embedded in the binominal unit is not conveyed by these renderings, despite their seeming communicative acceptability. For example, a significant conceptual shift in contract law occurs when legal invalidity is transformed into functional inefficiency by substituting باطوب ولاغ with غير فعال. Therefore, at the expense of legal equivalency, alteration results in partial dynamic equivalency. Legal terminology cannot be substituted with close synonyms without running the danger of distorting their legal effect. According to Alcaraz and Hughes (2002, p. 400). According to the study, modified translations often maintained readability at the expense of legal accuracy.

Legal texts are distinguished by their precision, which minimizes the possibility of alterations or omissions in translation. This is in line with Mahamdeh (2022, p.5), who states that to preserve coherence and eliminate ambiguity, legal translation often relies on structured repetition to ensure the intended meaning remains clear.

Moreover, addition is the process of adding lexical or semantic information not found in the original binominal, either by adding explanatory or emphatic pieces or by repeating a single component (Nida & Taber, 1969). Consider the following examples:

- Rendering *acknowledge and confess* as اقر واذعن
- Translating *null and void* as لاغية وغير نافذة قانوناً

These amendments fail to contribute any real legal benefit and instead cause false redundancy and formal equivalency disruption. They frequently led to stylistic deviations from accepted Arabic legal drafting conventions and semantic uncertainty. According to Šarčević (1997, p. 53) and Sabra (2003, p.68), any addition in a legal translation must be supported by an urgent legal need rather than by linguistic choice. The evidence shows

that unmotivated additions undermine the legal text's authority and diminish terminological coherence.

Finally, Šarčević (1997, p. 6) emphasizes that any ellipsis, addition, or substitution in a target legal text must be based on an urgent legal necessity, not the translator's personal or linguistic skills.

7 THE TRANSLATION OF DOUBLETS

Scholars and theorists have dealt with the issue of translating doublets with much concern. In this regard, Farahaty (2016, p.492) states that translating a doublet to a single term leads to losing the intended meaning of the legal text and makes it ambiguous. In most cases presented, TT, even though it leads to redundancy.

As a result, as Sarcevic (1997, p. 3) puts it rightly that it was generally accepted that the translator's task is to reconstruct the form and substance of the source text as closely as possible. Thus, literal translation was the golden standard for legal text and is still supported by some lawyers today. Didier (1990) goes in the same line, maintaining that translations of legislation and other normative texts require absolute literalness. At the same time, he says that judgments can be translated more freely, thus recognizing that text type also plays a role in determining the strategy of a legal translation (pp.280,285)

Likewise, maintaining intended repetition in the doublet sample is crucial to ensure the clarity and precision of legal texts, which in turn helps avoid potential ambiguity resulting from combining them in one-word translations. However, translating legal doublets as singular terms risks compromising the precision and integrity of legal texts. Such repetition is not random; it serves to avoid legal loopholes and ensure that the intended meaning captures all potential legal implications (Mellinkoff,1963, p.166; Šarčević, 1997, p. 3).

In the same vein, Sabra (2003, pp. 33-50) states It is worth mentioning that the emphasis on the use of doublet samples is a deeply ingrained tradition in legal translation and should not be neglected except for acceptable academic reasons. Otherwise, neglecting these characteristics amounts to a breach of established principles in legal translation practice

An example of such a violation can be observed in some translations of samples, where rearranging words in the translation weakened the legal meaning of the doublet samples, although preserving their surface linguistic meaning. This resulted in ambiguity and confusion for the reader, thereby violating loyalty in legal translation. (Brown *et al.*, 2019, p.367).

Additionally, such mixing in legal terms is not a simple translation mistake. It is a breach of the function of legal translation, which requires textual, literal, and conceptual adherence to the legal terminology used in the source text. As indicated by Altarabin (2021, p.97), each legal term has a specific role in legal translation, and any unjustified change misrepresents the legal intent and the integrity of the translation. Furthermore, as defended by (Khatri, 2025, p.3; Loddo, 2023, p.13), they state that when the translations do not adhere to proper grammatical and stylistic norms in the target text, they do not accurately preserve the source text's components. This is considered a clear breach of the principles of sincerity in legal translation. Since sincerity in legal translation means not just literal translation, although literal translation is the basic rule in conveying legal texts but maintaining the legal function of the translated text and the legal suggestions of its terminology,

8 DATA ANALYSIS

As far as the data analysis is concerned, four texts were chosen containing the legal doublets. To show a great extent of reliability they were taken from authentic references that consist of contracts, international resolutions, job policies, etc. These texts were translated by five student translation in the academic year 2024-2025 at the fourth stage at the department of translation in the college of Arts at the University of Mosul in the republic of Iraq. Afterward, an overall comprehensive table is designed by the researcher. It includes the SL and TL Texts. Similarly, EQ is equivalence, CoC means component of change, F is formal, D refers to Dynamic, Add is abbreviation of addition,

Alt is equal to alteration, and finally Del indicates deletion. After thorough analysis of the text under study, the researchers try to propose a new translation, when necessary, when no accurate translation is found.

8.1 Unless and until

No number of peacekeepers in any territory can ensure durable peace unless and until justice based on law prevails (United Nations/ General Assembly, 2007:28).

1. لا يمكن لأي عدد من قوات حفظ السلام في أي إقليم أن يضمن سلاماً دائماً ما لم وحتى تسود العدالة المستندة إلى القانون.

2. لا يمكن لأي عدد من قوات حفظ السلام في أي إقليم أن يضمن السلام الدائم شريطة أن تسود العدالة القائمة على القانون.

3. لا يمكن لأي جندي في أي منطقة أن يضمن سلاماً متين ما لم وإلى أن تسود عدالة القانون.

4. لا يمكن لأي عدد من حفظة السلام من أي إقليم أن يكفل السلام الدائم ما لم تسود العدالة المستندة إلى القانون.

5. لا يمكن لأي عدد من قوات حفظ السلام في أي مقاطعة أن يضمن السلام الدائم حتى تسود العدالة على أساس القانون.

| CoC | | | EQ | | TL Texts | Translators | SL Text |
|-----|-----|-----|----|---|----------|-------------|------------------|
| Del | Alt | Add | | D | | | |
| | | N | P | | | | |
| | | | | - | + | 1 | Unless and until |
| | | | | - | + | 2 | |
| | | | | - | + | 3 | |
| | | | | - | + | 4 | |
| | | | | - | + | 5 | |

8.1.1 Legal explanation

The doublet sample is a common legal doublet that states that the effect or force of the obligation does not arise unless a specific event manifests. The subsequent condition where the obligation remains in effect until the event that terminates it manifests. Its legal importance lies in ensuring the clarity of contractual objectives and preventing the premature expiration of obligations without a clear text. It also achieves

legal certainty by setting precise time borders for the establishment and termination of the obligation. (Adams, 2013, p.787).

8.1.2 Discussion

A review of the translations presented by translators (1) reveals that they made a mistake in transferring the accurate legal meaning that goes with the legislative aim and legal function of the source text. Although the translated framing formally maintained the doublet structure, it carried a weak and unfamiliar structure in Arabic legal language, rendering it unacceptable from a stylistic and practical viewpoint.

The legal translator is obliged to avoid deletions or abbreviations, as any breach of the formula, even partial, affects the accuracy of the legal concept of the text. Hadid (2012, p. 21) emphasizes the necessity of adhering to accurate literal translation to maintain the source legal effect. In the same context, Salama (2017: 10) refers to the most accurate formulation as (مالم والى أن), as it achieves formal and functional equivalence with the English text and takes into account the stylistic specificity of the Arabic legal language.

The translations of translators (2, 4, 5) are not legally acceptable, as they disrupted the and took it out of its accurate legal meaning. The translator (2) used the expression “condition” incorrectly, as he limited the meaning to a mere condition without reflecting the intended legal doublet that exists in the source text.

As for the translator’s translation (4), it is partially acceptable, but it was incomplete, as it did not take into account the complete doublet of the source text, as it deleted the second component of the doublet. (**Until**) And he was satisfied with the translation (**Unless**) to "شرط", which made it correct on the one hand and incomplete on the other. In contrast, translator (5) did not preserve the doublet structure, but rather dropped the first component of the source text (Unless), and replaced it with an incorrect translation, which is "حتى", which does not achieve the correct legal meaning. Translators (3) achieves the intended legal meaning of the target text as he translated the doublets into. مالم والى أن تسود العدالة المستندة الى سيادة القانون ...

8.2 Acknowledge and confess

I hereby acknowledge and confess that all the data and information herein above stated are valid (El-Farahaty, 2015: p. 147).

1. **يفصح** الى قبول الشخص بحقيقة معينة، سواء كانت قانونية او واقعية.

2. **يعلن** بأن جميع البيانات والمعلومات اعلاه صحيحة.

3. **أقر واعتقد** بموجب هذا بان جميع البيانات والمعلومات المذكورة اعلاه صحيحة.

4. **يؤكد** بموجب هذا بان جميع البيانات والمذكورة صحيحة.

5. **أقر واقر** بان جميع البيانات والمعلومات المذكورة اعلاه صحيحة.

| CoC | | | EQ | | TL Texts | Translators | SL Text | |
|-----|-----|-----|----|---|----------|-------------|---------|-------------------------|
| Del | Alt | Add | | D | | | | F |
| | | N | P | | | | | |
| | | | | + | - | يفصح | 1 | Acknowledge and confess |
| | | | | + | - | يعلن | 2 | |
| | | | | - | + | أقر واعترف | 3 | |
| | | | | + | - | يؤكد | 4 | |
| | | | | - | + | أقر واقر | 5 | |

8.2.1 Legal explanation

The first component, which is acknowledgement, refers to binding confession of an obligation as in the acknowledgement of debt. The second component, confession, adds an obligatory dimension, as it is often directed toward acknowledging a criminal act, especially in criminal direction. Confessions, unlike acknowledgements, are acknowledgements of facts that are criminal in nature (Al-Askari and Al-Jaza'iri, 1353 AH, p. 215).

8.2.2 Discussion

By reviewing the translations (1, 2, 4,) cannot be considered precise legal translations, as they deviated from the source text in terms of manner and legal

terminology, transforming it from a legal formulation that must be verified into a just general interpretation that has no connection to legal specificity. Such a transformation forbids the text from its essential features as a legal text characterized by clarity, precision, and obligation with cumulative implications to the familiar technical formulations in this field.

Translations presented by translators (5) are incorrect from a legal formulation perspective. Translator (5) resorted to unjustified repetition when he repeated the usage. The first component of the ‘verbal doublet’ in the affirmative form is as follows: (اقر (وافر), which is a poor usage. It is based on a well-established basis in legal translation. This repetition, in addition to being an unacceptable style in official drafting, has breached the standard of formal equivalence.

Finally no. (3) seems to be an accurate and correct formulation of the source text when transferring the legal meaning for the doublet to the target language as they adopted doublet sample translation اقر واعترف according to what was mentioned by Al-Jawali (2022:46) as a good counterpart to the legal structure the double the translation concludes its importance from the achieve that it accurately conveys the sample of the source text, thus preventing any realm for deformation or challenge to the legal understanding by the target reader.

8.3 Null and void

When using our product, care is required without proper care, all warranties are null and void (Fox, 2008, p.120).

1. ينبغي توخي الحذر عند استعمال منتجنا وفي غياب الحذر الصحيح فان كل الضمانات تصبح باطلة وغير عاملة من الناحية القانونية.
2. عند استخدام منتجنا يجب توخي الحذر حيث ان الاهمال يجعل جميع الضمانات لاغية وغير فعالة.
3. عند استخدام منتجنا يلزم توخي الحذر وبخلاف ذلك تعتبر جميع الضمانات فاسدة.
4. عند استخدام منتجنا يجب توخي الحذر في حالة عدم الالتزام بالرعاية المناسبة تصبح جميع الضمانات عاطلة.
5. ان العناية ضرورية عند استخدام منتجنا ومن دون العناية المناسبة فجميع الضمانات تعد لاغية ومجمدة.

| CoC | | | EQ | | TL Texts | Translators | SL Text |
|-----|-----|-----|----|-----|------------------|-------------|---------------|
| Del | Alt | Add | D | F | | | |
| | | N | P | | | | |
| | | | | + - | باطلة وغير عاملة | 1 | Null and void |
| | | | | + - | لاغية وغير فعالة | 2 | |
| | | | | - + | فاسدة | 3 | |
| | | | | + - | عاطلة | 4 | |
| | | | | + - | لاغية ومجمدة | 5 | |

8.3.1 Legal explanation

This has been combined in legal usage to achieve a double emphasis on the complete lack of legal effect of any legal action or act that is in breach of public order or lacks an essential element of the contract (Johnson, 1872, p. 702). Although official legal documents require brevity in formulation, combining the two terms is a deliberate practice aimed at enhancing legal accuracy and expanding the scope of the legal concept to encompass both cases of absolute nullity and voidability together (Haoyu, 2024, pp. 33–34).

8.3.2 Discussion

The translators (1, 2, and 5) made a crucial error in distorting the legal meaning. As a result of their use of incorrect terms *باطلة وغير عاملة*, *لاغية وغير فعالة*, and *لاغية ومجمدة* respectively. Despite their apparent attempt to protect the doublet structure of the formulation, their translations came in violation of the intended legal principles, as they did not take into account the structural nature of the contract nor the accuracy of expressing the condition and penalty within the legislative concept, which caused the text to lose its right legal effect.

The translator's translation (1) shows a dynamic equivalence that deviates from the intended meaning, because it focused light on the effect without the legislative meaning of invalidity, which caused the text to lose its legal force. As for translator (2),

he presented an ambiguous and vague translation that lacked formality and accuracy, due to his departure from the legal language commonly used in contractual texts. While the translator (5) used the term (لاغية ومجمدة), which is incomplete in legal meaning, as it came as: First component of the doublet sample, is true, but the second component is semantically inappropriate, because It refers to the temporary invalidity, not the absolute invalidity intended in the original text, which is an apparent legal distortion. The translations (3) and (4) deviated from the concept of legal translation by using non-legal terms that are unfamiliar in legal texts. Translator (3) used the term (فاسدة), which carries a moral linguistic connotation that does not express the meaning of legal nullity (البطلان القانوني) intended in the source text, which is considered a violation of the standards of formal equivalence, which obliges the translator to preserve the legal structure and content of the source text.

As for the translator (4), he used the term (عاطلة), which is an expression usually used in the technical or material field, and has no relation to the legal concept of invalidity, which takes the translated text out of its legal concept and into a general linguistic meaning devoid of the technical sense of contracts. This breach is also a clear violation of the principle of functional equivalence as it alters the text ineffectively in the target environment and modifies its intended practical effect.

The translation was distinguished by its precise legal formulation that reflects the intended legal meaning in the doublet sample. (Null and void) through the Arabic equivalent (لاغية وباطلة), which is a legal expression established in jurisprudence and the judiciary, absolute nullity according to what is stipulated in Article (142) of the Egyptian Civil Code (Khalifa, 2010: p. 142). Therefore, the proposed rendering could be as follows:

عند استخدام منتجنا يجب توخي الحذر، وفي حال عدم مراعاة العناية الواجبة تعد جميع الضمانات لاغية وباطلة قانوناً.

8.4 The practical exam is part and parcel of the syllabus to pass the degree exam (M. Jalal, 2022: p.27)

1. ان الاختبار العملي جزء مقترن من المنهج المقرر لاجتياز درجة النجاح.
2. الامتحان العملي هو قلبا وقالبا من المنهج الدراسي لاجتياز امتحان الدرجة العلمية.
3. يعد الامتحان العملي جزءاً وعنصر رئيسي من المنهج الدراسي اللازم لاجتياز امتحان الدرجة العلمية.

4. يعد الامتحان العملي جزء لا يتجزأ من المنهج لاجتياز امتحان الشهادة.
5. الامتحان العملي هو جزء مركب من المنهج لاجتياز امتحان المعدل.

| CoC | | | EQ | | TL Texts | Translators | SL Text |
|-----|-----|-----|----|-----|-----------------|-------------|-----------------|
| Del | Alt | Add | D | F | | | |
| | | N | P | | | | |
| | | | | - + | جزء مقترن | 1 | Part and parcel |
| | | | | + - | قلبا وقالبا | 2 | |
| | | | | + - | جزء وعنصر رئيسي | 3 | |
| | | | | - + | جزء لا يتجزأ | 4 | |
| | | | | - + | جزء مركب | 5 | |

8.4.1 Legal explanation

The is a technical expression that indicates two legally and semantically related components that cannot be separated from each other, as they shape a single organic unit emanating from a unified legal structure. In a legal context, this sample signals that the factor or section is regarded an essential component that cannot be separated from the parent contract or legal system, as it constitutes a single interpretative and executive unit with it. Consequently, the documents referred to are legally binding with the same effect as the original contract, such that they are read and interpreted with it as a single, undivided unit (Taha, 2008, P. 233)

8.4.2 Discussion

It is clear from the translations above that (1, and 5,) failed to achieve the appropriate legal translation in terms of meaning and the doublet structure of the sample under study, as their translations lacked the fundamental structural characteristics. However, the translations provided breached this principle, as the translator (1) used an expression that is not common legally or academically, which is (جزء مقترن), while the translator (5) resorted to the formula (جزء مركب), which does not convey the demand for structural coherence.

By highlighting the translations (2, and 3), it became clear that they were unable to achieve the demanded accuracy in conveying the intended legal meaning. The translator (2) used the term. (قلبا وقالبا). Although it is strong from a literary aspect, it lacks the accuracy of a legal formulation that expresses the institutional relationship between (part and method), which makes it inappropriate in the academic or legal context..

As for translator (3), his translation came out closer to being correct in terms of the soundness of the grammatical and academic structure, as he used the Arabic equivalent. (جزء وعنصر رئيسي), which transferred the general meaning with comparative accuracy, but failed to achieve the intended structural equivalence of the original text as a complete conventional unit.

Finally, the translator (4) presented an accurate translation that achieved the legal meaning of the source text, by abiding by the doublet structure of the legal sample and maintaining the syntactic and semantic coherence existing in the source text. The corresponding translation of the sample (*part and parcel*) in the form of "جزء لا يتجزأ", which is a correct and equivalent legal formulation that reflects the cohesion of meaning and the inseparability of the elements of the translated legal concept. Al-Manna' (2017, p. 22) refers that this Arabic equivalent represents a complete achievement of formal and semantic equivalence between the two languages, as it maintains the doublet structure and ensures precise legal consistency between the two texts without any fundamental defect in the structure or meaning.

9 CONCLUSION

This study has shown that English legal binominals cannot be regarded as stylistic redundancy or optional repetition since they serve as fixed legal units whose constituent parts collectively establish precision, comprehensiveness, and interpretative stability. It is clear from the examination of real legal texts under study. The subject translators used tactics based on deletion, modification, or unwarranted addition continuously erode legal accuracy and distort the source text's intended juridical consequence. The corpus evidence demonstrates that while reduced or dynamically simplified renderings often introduce ambiguity or conceptual shift, translations that maintain the dual structure of binominals

(doublet-to-doublet) achieve higher levels of formal equivalency, terminological consistency, and legal reliability.

Furthermore, the data analysis demonstrates that Arabic legal drafting has functional counterparts that may accommodate binominal structures without going against stylistic conventions, as demonstrated by effective renderings as *اقر واعترف* and *جزء لا يتجزأ*. Therefore, when translating legal doublets, formal equivalence should be considered the default approach, with dynamic solutions limited to infrequent instances of complete semantic overlap. Since any variation in binominal structure may affect contractual scope, legal force, and interpretative certainty in the target legal system. Proper legal translation ultimately necessitates both linguistic proficiency and comparative legal expertise.

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