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PROBLEMS OF LEXICAL AND SYNTACTIC AMBIGUITY IN ARABIC – ENGLISH TRANSLATION OF INTERNATIONAL COMMERCIAL ARBITRATION

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ABSTRACT

The study aims to examine the problems of lexical and syntactic ambiguity in the translation of the selected arbitral document which is translated automatically via Google Translate and humanly from Arabic to English. At the lexical level, polysemy, collocation, and technical terms are analyzed. At the syntactic level, nominalization, passivation, and phrasal verbs are examined. The methodology of the study relies on the discourse analysis approach. Google translation is compared to human translation to evaluate their suitability for translating the documents of international commercial arbitration. The analysis of the data illustrates how legal translation is more challenging than other forms of translation. It suggests that Google Translate is often inaccurate, failing to grasp legal and contextual meanings, whereas human translators are better at preserving these meanings. However, human translators can also make errors, particularly when dealing with large workloads. Therefore, proofreading is essential to ensure accuracy, clarity, consistency, and quality. Using specialized legal dictionaries, working with arbitrators and legal experts, and applying the interpretative translation strategies are crucial for successful translations.

Key words: Google Translate, International Commercial Arbitration, Legal Translation, Lexical Ambiguity, Syntactic Ambiguity.

مشكلات الغموض اللفظي والنحوي في الترجمة العربية-الإنجليزية للتحكيم التجاري الدولي

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المخلص :

تهدف هذه الدراسة إلى دراسة مشكلات الغموض اللفظي والنحوي في ترجمة الوثيقة التحكيمية المختارة، والتي تُرجمت تلقائيًا عبر ترجمة جوجل وبشريًا من العربية إلى الإنجليزية. على المستوى اللفظي، يتم تحليل التعدد الدلالي، والتلازم اللفظي، والمصطلحات التقنية. أما على المستوى النحوي، فيتم فحص الاسمية، والتعبير بالمبني للمجهول، والأفعال المركبة. تعتمد منهجية الدراسة على نهج تحليل الخطاب، حيث تتم مقارنة الترجمة الآلية بالترجمة البشرية لتقييم مدى ملاءمتهما لترجمة وثائق التحكيم التجاري الدولي. يوضح تحليل البيانات كيف أن الترجمة القانونية أكثر تحديًا من غيرها من أشكال الترجمة. وتبين الدراسة أن ترجمة جوجل غالبًا ما تكون غير دقيقة، إذ تفشل في استيعاب المعاني القانونية والسياقية، بينما يكون المترجمون البشريون أكثر قدرة على الحفاظ على هذه المعاني. ومع ذلك، قد يرتكب المترجمون البشريون أخطاءً أيضًا، لا سيما عند التعامل مع أعباء عمل كبيرة، مما يجعل المراجعة اللغوية ضرورية لضمان الدقة والوضوح والاتساق والجودة. كما أن استخدام القواميس القانونية المتخصصة، والتعاون مع المحكمين والخبراء القانونيين، وتطبيق استراتيجيات الترجمة التفسيرية تُعد عوامل حاسمة لتحقيق ترجمات ناجحة.

الكلمات الاسترشادية: التحكيم التجاري الدولي، الترجمة القانونية، الغموض اللفظي، الغموض النحوي، ترجمة جوجل.

INTRODUCTION

Translation is one of the most important tools that facilitate communication between different parties in international commercial arbitration. However, the translation process may face significant challenges due to linguistic and cultural differences. One of the major challenges that translators in this field may encounter is lexical and syntactic ambiguity, which can appear in legal texts and directly impact the accuracy and correctness of the translation. International commercial arbitration is a multilingual and multicultural environment, making linguistic and syntactic ambiguity a significant obstacle, especially when dealing with legal texts that require a high level of precision in meaning.

1.2. Objectives of the Study:

The present study is an attempt to investigate the lexical and syntactic ambiguity that occurs due to mistranslation in the selected arbitral document and assess their impact on the accuracy of the document. The study attempts to demonstrate how lexical and syntactic ambiguity is responsible for generating incoherent and grammatically incorrect structures in the selected translated arbitral document. It also uncovers how lexical and syntactic ambiguity can cause legal issues that may disrupt international business transactions. The study is an attempt to find possible solutions for avoiding the problems arising from mistranslating the selected legal document related to international commercial arbitration.

REVIEW OF RELATED LITERATURE

1. International Commercial Arbitration:

Ogawa (2011:3) says that “arbitration had been used mostly on the occasion of resolving disputes arising from commercial transactions between enterprises of industrialized countries. This type of arbitration is called ‘international commercial arbitration’”. **Redfern & Hunter (1991)** break down the concept of 'international commercial arbitration' into three key aspects: "international", "commercial", and "arbitration". By the term "international", they differentiate between the arbitration which is national and that which crosses national boundaries. In making this difference, they aim at showing that "different nationalities, different legal backgrounds and cultures, different legal systems and different principles will almost certainly be encountered in international commercial arbitration"(p.13). "Commercial" refers to resolving disputes stemming from business transactions. Finally, "arbitration" signifies the parties' agreement to have their dispute settled by an impartial third party, rather than through court proceedings. In other words, international commercial arbitration is a method of resolving disputes arising from international commercial transactions or agreements outside the court system. It involves parties from different countries submitting their dispute to one or more neutral arbitrators, whose decision (known as an “award”) is legally binding and enforceable. In brief, international commercial arbitration is a dispute resolution process for commercial affairs without the interference of the State courts.

2. Legal Translation:

“Language is central to the law, and we know it is inconceivable without language” (**Gibbons, 1994:3**). Legal translation is one of the various fields of translation. It is the field of translation that transforms legal documents and material from one language to another, respecting the original meaning. This sort of translation depends mainly on legal background. Legal translation is the process of translating documents, texts, or materials related to the field



of law from one language to another. It involves not only converting words but also ensuring that the legal meanings, concepts, and terminologies are accurately preserved and adapted to the legal systems of both the source and target languages. According to **Galdia (2017)**, legal translation is “the procedure in which legal speech acts of the source language are transformed into meaningful and equivalent legal speech acts in the target language” (p.20). **Wagner (2003)** concentrates on the importance of legal translation as it “plays an essential role as a means of communication enabling the mechanism of law – i.e. the legal reasoning and drafting – to work in more than one language.” Legal translation covers many types of legal texts such as trade contracts, laws, or court proceedings. According to **Sarcevic (1997)**, legal translation can be classified into the following categories: Primary Prescriptive, e.g., laws, regulations, codes, contracts, treaties and conventions. Primary Descriptive & Prescriptive, e.g., judicial decisions and legal instruments such as actions, pleadings, briefs, appeals, requests, petitions, etc. Purely Descriptive, e.g., scholarly works written by legal scholars, such as legal opinions, law textbooks, articles, etc.

3. Human vs. Machine Translation:

Translation can be performed by humans, who bring cultural and contextual understanding, or by machines (like Google Translate), which use algorithms to provide instant results.

3.1. Human Translation:

Human Translation is the traditional method of translating languages, where skilled professionals use their knowledge and understanding to accurately convey meaning between languages. This approach, rooted in human intelligence, is the oldest form of translation and continues to be the most common method used today, despite the availability of various translation techniques.

3.2. Machine Translation:

In recent years, researchers have been interested in machine translation (MT). This is due to many factors, the important of which is the increasing need to absorb the overwhelming flow of information, news, scientific research and studies, periodicals, books as well as technical manuals. **Daxbock (2010:2)** states that machine translation is a branch of computer science that aims to use computers to accurately translate text or spoken words from one language to another. The main objective of MT is to develop computer programs that can comprehend source language input (text or speech) in the same way a human does, and then generate target language output that appears to have been written or spoken by a native speaker. *Google Translate*, widely recognized as a top machine translation engine, leverages neural language processing to learn from user interactions and offers support for a vast number of languages, seamlessly integrating with search functions. It is a pioneer in utilizing neural networks for machine translation, enabling the system to learn and improve with every use.

4. Lexical & Syntactic Ambiguity in Translating the Documents of International Commercial Arbitration:

Translating legal texts is not an easy task. **Bostanji (2010)** confirms that “translating legal texts is far more difficult compared to the translation of other texts.”(p.15). **Ali (2016)** discusses the language-related challenges faced by Sudanese translators when translating legal contracts between English and Arabic. These challenges are language-related challenges, style-related challenges, and culture-related language. He suggests that legal contracts should



be translated by well-trained and certified translators with legal expertise. Regular workshops and training should be mandatory for legal translators, and they should be accredited by experts. Additionally, legal translators should work with legal drafters and lawyers to improve their understanding of legal concepts and overcome challenges.

Bernardini (2016), Engberg (2017), Musacchio (2018), and Karam (2019) state the challenges of lexical ambiguity in legal translation. They provide a critical review of some of the theoretical approaches to lexical ambiguity in legal translation and offer insights into the strategies that legal translators can use to address these challenges. They highlight the importance of legal translation and the challenges posed by lexical ambiguity, which is common in legal language. They confirm that translators need to be able to recognize and resolve lexical ambiguity to ensure accurate translations.

Muskusoso (2020) analyzes the challenges of syntactic ambiguity in legal translation by focusing on a corpus-based study of legal texts collected from Spanish courts. He begins by discussing the importance of syntactic ambiguity in legal translation and the role it plays in the interpretation of legal texts. He presents several examples of syntactic ambiguity in legal texts, such as the use of passive voice, complex sentence structures, and the omission of articles, which can all lead to different interpretations of the text. He also identifies the most common types of syntactic ambiguity found in the corpus, such as ambiguous noun phrases and ambiguous prepositional phrases. Muskusoso concludes that syntactic ambiguity poses significant challenges for legal translators and requires a high level of expertise and attention to detail. He suggests that translators can use various strategies, such as consulting legal experts and reference materials, to resolve syntactic ambiguity and ensure accurate translations.

RESEARCH DESIGN AND METHODOLOGY

1. Data Collection:

To achieve the aim of the present study, an arbitral document written in Arabic is randomly selected. It translated into English by a translator from a reputable translation agency in Cairo, the Center of the United Consultants Group for Studies, Research, and Translation. Additionally, the document is translated using machine translation for comparative analysis. In terms of the selection of machine translation, only Google Translate, one of the most well-known tools, is chosen.

2. Limitations of the Methodology:

This study focuses solely on Arabic-English translation. It investigates the impact of lexical and syntactic ambiguity on mistranslation exclusively within arbitral documents, encompassing both human and machine translation. The distinctive linguistic features of polysemy, collocation, and technical terms are analyzed at the lexical level. Nominalization, passivation, and using phrasal verbs are examined at the syntactic level. For machine translation, only Google Translate is utilized.

3. Tools of the Study:

The study uses two significant tools: the first tool is the “Google” translation, and the second one is the “human” translation.



4. Procedures of the Study:

The study uses qualitative analysis to investigate the lexical and syntactic ambiguity in translating the selected arbitral document. Qualitative analysis is highly context-dependent because the meaning of the data is often shaped by the circumstances in which it is generated. It is important to analyze the selected data in terms of context to investigate lexical and syntactic ambiguity. Google Translate is compared to human translators to examine the suitability of using it in dealing with legal texts.

DATA ANALYSIS AND DISCUSSION OF RESULTS

Lexical and syntactic ambiguity arise because of mistranslating the selected arbitral documents. Words should not be translated in isolation from the text in which it occurs, but it is better to understand the text. Since translation can be characterized as an act of communication across linguistic and cultural boundaries, with source text and target text representing language in use, the concept of discourse analysis has been founded useful for the field of translation. The study analyzes the problems of mistranslating the selected arbitral documents focusing on the lexical and syntactic ambiguity. The distinctive linguistic features of polysemy, collocation, and technical terms are analyzed at the lexical level. Nominalization, passivation, and are examined at the syntactic level. The document is written in Arabic and translated into English. It is about a dispute between a European company and an African company. The European company has agreed to lease a hotel from the African company, which owned several hotels, with the intention of operating and developing it. During the execution of the contract, Iraq invaded Kuwait, which resulted in losses for the European company due to the deteriorating conditions at the hotel. Consequently, the European company files a request against the African company with the Cairo International Arbitration Center, seeking to share the losses between the two parties and reduce the rent.

1. Analysis of Lexical Ambiguity:

1.1. Polysemy:

Legal texts are inherently dense, often employing polysemous terms whose meanings shift depending on context. In the selected document, this lexical richness serves legal precision but may introduce ambiguity during translation.

Extract 1:

الأطراف : الشركة المحتكمة شركة أفريقية للفندقة.
الشركة المحتكم ضدها شركة أوروبية للفندقة.

Human Translation:

Parties: The claimant company-African Company for hospitality.

The respondent company-European Company for Hospitality.

Google Translation:

Parties: The appellant company decided to be an African hotel company.

The appellant company was a European hotel company.



Analysis:

The word "المحتكمة" derived from "تحكيم" meaning arbitration) refers to the claimant. "المحتكم ضدها" refers to the respondent. Google translation of "The appellant company decided to be an African hotel company", is a significant mistranslation. The phrase confuses "claimant" with "appellant" (not synonymous in arbitration). The word "decided" is a misinterpretation of "contention." The translation introduces ambiguity where no decision is implied in the original text. The polysemy of "المحتكمة" can mean "arbitrating" or "seeking judgment") leads Google Translate to misidentify legal roles, causing role ambiguity. The human translator avoids this by relying on contextual understanding. It correctly resolves the meaning as "claimant company" and "respondent company."

Extract 2:

المسائل المثارة: القوة القاهرة - فسخ العقد - تأثير الأعمال الإرهابية.

Human Translation:

The raised issue: force majeure-termination of the contract- the impact of terrorist acts.

Google Translation:

For this reason, the effect of the international commercial ruling was raised: Cairo - Termination of the contract.

Analysis:

"القوة القاهرة" is a legal term with no direct equivalent in many languages. The human translator correctly preserved its meaning as "force majeure." Translated by Google as "Cairo - Termination of the contract", confusing the term with the name "القاهرة" (Cairo). This demonstrates how literal interpretation of polysemous words leads to severe distortion. The misinterpretation of "القوة" (can mean "strength" or "force") paired with "القاهرة" (a proper noun) highlights the need for semantic disambiguation tools in machine translation. This mistranslation changes the meaning entirely.

Extract 3:

وفي عام ١٩٩٤ رفعت الشركة الأوروبية طلباً ضد الشركة الأفريقية إلى مركز التحكيم الدولي بالقاهرة. وتم تشكيل هيئة التحكيم وتقدم كل طرف بطلباته، وكانت طلبات الشركة الأوروبية هي: تخفيض أجره الفندق بنسبة ٧٥% عن الفترة من نوفمبر ١٩٩٠ حتى آخر أكتوبر ١٩٩٤ - وإلزام الشركة الأفريقية برد الفرق عن هذه المدة، وإلزامها برد المصاريف الاستثمارية التي أنفقت على الفندق. استمرار تخفيض الأجرة بنفس النسبة عن الثلاثين شهراً التالية خلال المدة التي تبدأ من أول نوفمبر ١٩٩٤. رفض طلبات الشركة الأفريقية بإلزامها بالمصاريف وأتعاب المحكمين والمحامين.

Human Translation:

In 1994, the European company submitted a request against the African company to The Cairo Center for International Arbitration. The Arbitration Panel was formed and each party submitted its requests, and the requests of the European Company was as follows: Decreasing the hotel fare by 75% for the period from November 1990 to the end of October 1994. Obligating the African company to repay the difference for this period, and to repay the investment expenses that spent on the hotel. A continued reduction of the fare by the same percentage for the following thirty months, during the period starting from the first of November 1994. Rejection of the requests of the African company concerning obligating it to pay the expenses and fees of arbitrators and lawyers.



Google Translation:

In 1994, the European company filed a request against the African company with the International Arbitration Center in Cairo. The arbitration panel was formed, and each party submitted its requests. The requests of the European company were: Reducing hotel fees by 75% for the period from November 1990 until the end of October 1994. Obliging the African company to refund the difference for this period and obliging it to refund the investment expenses spent on the hotel. **The rent will continue to be reduced** by the same percentage for the next thirty months during the period beginning on the first of November 1994. Rejecting the African company's requests to oblige it to pay the expenses and fees of arbitrators and lawyers.

Analysis:

In legal contexts, "تخفيض الأجرة" implies a contractual adjustment in rental fees, often due to exceptional circumstances. The phrase carries a precise meaning related to the obligations defined within the lease agreement. Google Translation of "reduce the rent" accurately reflects the financial aspect of "تخفيض الأجرة." However, it lacks the legal nuance, failing to clarify that this reduction is rooted in specific legal or contractual provisions. The choice of "fare" instead of "rent" introduces ambiguity, as "fare" typically pertains to transportation or general service charges. This term diverges from the precise contractual implication in the source text.

1.2. Collocation:

The analysis of collocations and their mistranslations is critical in legal translation, as collocations often carry specific legal connotations. Mistranslating them can introduce lexical ambiguity, distort the intended meaning, or misrepresent the legal arguments.

Extract 4:

وأثناء تنفيذ العقد وقع احتلال العراق لدولة الكويت، ونظراً لانشغال العالم كله بالمعارك المنتظرة لتحرير الكويت، فقد بدأت نسبة إشغال الفنادق تقل تدريجياً حتى خلت من الرواد في منتصف يناير ١٩٩١ وكان ذلك خسارة على الشركة الأوروبية ضاعفت من سوء الأوضاع في الفندق.

Human Translation:

During the execution of the contract, Iraq's invasion and occupation of Kuwait occurred. Due to global concern for the expected battles to liberate Kuwait, the hotel occupancy rate started to decrease gradually until the absence of guests in hotels on January 1991. This was a loss to the company and that worsened the situation in the hotel.

Google Translation:

During the implementation of the contract, Iraq occupied the State of Kuwait, and given the entire world's preoccupation with the expected battles to liberate Kuwait, the occupancy rate of the hotels began to gradually decrease until they were empty of patrons in mid-January 1991. This was a loss for the European company that doubled the bad conditions in the hotel.

Analysis:

The word (الاحتلال) refers to "occupation" in the sense of military occupation, specifically Iraq's occupation of Kuwait. It is humanly translated as "Iraq's invasion and occupation of Kuwait," which is contextually correct. Google simply uses "the occupation" without specifying the actor (Iraq), which may lead to some confusion about the specific event being



referred to. This demonstrates the role of context in understanding collocations. The word "الاحتلال" by itself can be vague, but in context, it refers specifically to Iraq's military occupation of Kuwait. A more specific translation like that in the human translation helps to avoid ambiguity.

1.3. Technical Terms:

Legal texts often include technical terms that can be subject to lexical ambiguity, especially when translated. A technical term refers to specialized words or phrases used in a specific field (e.g., law, arbitration), which may have multiple meanings depending on the context. The mistranslation of technical terms in legal texts is a significant source of lexical ambiguity. Legal terminology is often context-specific, carrying precise meanings that must align with legal principles and doctrines. When technical terms are mistranslated, they can introduce ambiguity, obscure legal intent, or misrepresent the applicable laws or principles.

Extract 5:

المحكمون: ثلاثة محكمين مصريين
مقر التحكيم: مركز القاهرة الإقليمي للتحكيم التجاري الدولي

Human Translation:

Arbitrators: three Egyptian arbitrators.

Seat of Arbitration: The Cairo Regional Center for International Commercial Arbitration.

Google Translation:

Arbitrators: Three Egyptian arbitrators.

Seat of Arbitration: Cairo Center...International Trade Center.

Analysis:

The term "Arbitrators" is correctly translated in both cases, ensuring clarity. Both translations are consistent. There is no ambiguity here, as the meaning is straightforward. Google Translate incorrectly refers to "التحكيم التجاري الدولي" as the "International Trade Center," which misrepresents the legal context of arbitration. The human translation appropriately uses the full legal term, maintaining clarity. "التحكيم التجاري الدولي" – the Arabic term is correctly translated in the human version as "International Commercial Arbitration," which accurately reflects the legal term. However, Google Translate translates this as "International Trade Center," which is a completely different concept, referring to a commercial institution or organization, not a legal process.

2. Analysis of Lexical Ambiguity:

4.2.1. Nominalization:

Nominalization, the process of converting verbs or adjectives into nouns, can introduce syntactic ambiguity in legal texts, especially when translations lack precision. The use of nominalization—a process where verbs or adjectives are converted into nouns—is prevalent in legal texts due to its ability to create formal, concise, and abstract expressions. However, its usage can contribute to syntactic ambiguity, especially in translation.

Extract 6:

وإذا كانت الشركة المحكمة تتعلل بأنها دفعت الأجرة تحت تأثير الإكراه حيث كانت الشركة المحتكم ضدها تهددها بفسخ العقد وبأنها ستطلب إلى وزارة السياحة إلغاء الترخيص، فإن ذلك لا يعتبر من قبيل الإكراه لأن الإكراه يتحقق بالسعي إلى غرض غير مشروع، ومطالبة الدائن بحقه ليست غرضاً غير مشروع.

Human Translation:

If the claimant company claimed that it had paid the fare forcibly because the respondent company threatened it to avoid the contract and ask the Ministry of Tourism to cancel the license, this cannot be considered as a coercion. That is because coercion cannot be achieved without seeking to an illegal purpose, and when the creditor claims its right, it is not an unlawful purpose.

Google Translation:

If the appellant company reasons that it paid the rent under the influence of coercion, as the appellant company was threatening to terminate the contract and that it would ask the Ministry of Tourism to cancel the license, then this is not considered coercion because coercion is achieved by seeking an unlawful purpose, and the creditor's claim of his rights is not an unlawful purpose.

Analysis:

الإكراه (Coercion), derived from the verb "أكره" (to coerce), this nominalization abstracts the act into a concept, making it integral to the legal reasoning. الفسخ (Termination) derived from "فسخ" (to terminate), the nominalization gives it a legal weight as a defined action. Nominalization in Arabic legal texts is used to convey abstract legal principles, making the text dense and layered. These abstract nouns (e.g., الإكراه, الفسخ) encapsulate complex ideas but can be syntactically ambiguous without additional context. In Arabic, nominalization often lacks explicit markers of agency or time, increasing the potential for ambiguity. Nominalized forms like "الإكراه" or "الفسخ" demand careful interpretation. Google Translate struggles with these terms, leading to mistranslations (e.g., "avoidance" instead of "termination").

Phrases combining nominalization with modifiers (e.g., "circumstances that make implementation burdensome") are mis rendered, affecting the coherence of legal reasoning.

2.2. Passivation:

Passivation, the process of turning an active sentence into a passive one, is frequently used in legal texts to maintain a formal tone and shift focus from the agent to the action. However, this can introduce syntactic ambiguity, especially when translating into languages with different syntactic structures, such as Arabic.

Extract 7:

وإذا كانت الشركة المحترمة تتعلل بأنها دفعت الأجرة تحت تأثير الإكراه حيث كانت الشركة المحترمة ضدها تهددها بفسخ العقد وبأنها ستطلب إلى وزارة السياحة إلغاء الترخيص، فإن ذلك لا يعتبر من قبيل الإكراه لأن الإكراه يتحقق بالسعي إلى غرض غير مشروع، ومطالبة الدائن بحقه ليست غرضاً غير مشروع.

Human Translation:

If the claimant company claimed that it had paid the fare forcibly because the respondent company threatened it to avoid the contract and ask the Ministry of Tourism to cancel the license, this cannot be considered as a coercion. That is because coercion cannot be achieved without seeking to an illegal purpose, and when the creditor claims its right, it is not an unlawful purpose.

Google Translation:

If the appellant company reasons that it paid the rent under the influence of coercion, as the appellant company was threatening to terminate the contract and that it would ask the



Ministry of Tourism to cancel the license, then this is not considered coercion because coercion is achieved by seeking an unlawful purpose, and the creditor's claim of his rights is not an unlawful purpose.

Analysis:

Passivation in legal texts often leads to ambiguity because it obscures the agent performing the action, which can cause mistranslation or misinterpretation. This is particularly evident in Arabic legal language, where passive voice is frequently employed to emphasize actions or outcomes rather than agents. Passivation is used extensively to remove the agent and focus on the legal principles or actions taken. For example:

"فإن ذلك لا يعتبر من قبيل الإكراه لأن الإكراه يتحقق بالسعي إلى غرض غير مشروع"

"This is not considered coercion because coercion is achieved by seeking an illegal purpose."

Here, the verb "يعتبر" (is considered) and "يتحقق" (is achieved) are in the passive form, leaving the agent unspecified. This syntactic structure shifts the focus to the legal principles rather than who performs the actions, which is typical in Arabic legal discourse.

The human translation attempts to maintain the formal and impersonal tone of the Arabic legal text. For example: "It does not consider this as coercion because coercion cannot be achieved without seeking an illegal purpose." While the translation accurately conveys the passive nature of the original, the structure of the sentence suggests a shift to a more active tone by introducing "it" as an implied subject (likely referring to the court or arbitrators). This can create slight ambiguity regarding who "does not consider" and "achieves," which is not explicit in the original text. The human translator mitigates the risk of misinterpretation by aligning with common English legal conventions but at the expense of absolute fidelity to the original Arabic text.

Google Translate often handles passivation poorly, resulting in awkward phrasing or a loss of meaning. For instance: "This is not considered coercion because coercion is achieved by seeking an unlawful purpose." Here, Google Translate retains the passive structure, aligning closer to the Arabic text in terms of syntax. However, it fails to clarify the implied subject or provide context for interpretation. While this literal approach preserves the Arabic text ambiguity, it risks miscommunication in English, where active constructions are preferred for clarity. Moreover, the lack of nuance in distinguishing passive voice usage as a rhetorical device in Arabic can lead to a flat and overly literal translation.

2.4. Use of Phrasal Verbs:

Phrasal verbs are complex linguistic structures often presenting challenges in translation due to their polysemous nature. They can contribute to syntactic ambiguity when translated between languages with differing syntactic and semantic frameworks, such as Arabic and English. Phrasal verbs are multi-word combinations that often carry idiomatic meanings, which can be difficult to translate into languages like Arabic, where direct equivalents might not exist.

Extract 8:

كانت إحدى الشركات الأوروبية قد اتفقت مع شركة أفريقية تمتلك عدداً من الفنادق على أن تستأجر منها فندقاً تقوم بتشغيله وتطويره بحيث يمكن الاستفادة من جميع الغرف به بعد أن كان المستغل منها هو الثلاثان فقط، وكانت مدة العقد عشرين سنة بدأت في عام ١٩٨٦.



Human Translation:

One of the European companies had agreed with an African company, which has a number of hotels, to lease, operate and develop a hotel in order to benefit from all rooms, after exploiting only two-thirds. The duration of the contract was twenty years, starting on 1986.

Google Translation:

One of the European companies might have disappeared with an African company that owned a number of hotels on the condition that it would rent from it a hotel that it would allow it to subscribe to, so that it could have all the rooms in it after the one exploiting them was only for Machan, for the period of subscription in the company that began for one year in the year 1986.

Analysis:

The analysis of phrasal verbs in Arabic legal texts and their English translations highlights potential sources of syntactic ambiguity, particularly when comparing human and machine translations. In this case, mistranslation or misrepresentation of phrasal verbs impacts the clarity and accuracy of the legal interpretation. Arabic does not use phrasal verbs in the same way English does. Instead, it relies on verbs with prefixes, infixes, or prepositions to convey nuanced meanings. For example, phrases like "استأجر منها" (rent from it) and "تقوم بتشغيله" (operate and develop it) do not create ambiguity because the structure is clear and context specific. The human translator has largely avoided phrasal verbs that might lead to ambiguity. Examples include: "to lease, operate and develop" – straightforward and avoids idiomatic complexity. Google misinterprets context, creating ambiguity. Google translation introduces ambiguity by misusing phrasal verbs.

Conclusion:

Google Translate frequently produces inaccuracies, struggling to interpret legal and contextual meanings correctly. Similarly, human translators are prone to errors, especially when managing heavy workloads. Consequently, thorough proofreading is crucial to maintaining accuracy, clarity, consistency, and overall quality. The translation of international commercial arbitration documents is a complex task that requires deep proficiency in legal languages and various judicial systems. By understanding the lexical and syntactic challenges that may arise, translators can adapt to these difficulties and provide accurate translations that reflect the true meaning of the original texts. The use of specialized legal dictionaries, collaboration with legal arbitrators, and the proper application of interpretative translation strategies are all essential tools to ensure the successful translation of documents in this field.

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