



## Semantic Challenges in Translating Quranic Legal Terminology into English

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### Abstract

Translating Quranic legal terminologies into English presents complex semantic challenges that stem from the deep interconnection between language, law, and theology in Islamic discourse. The Quran, as the foundational text of Sharia (Islamic law), contains legal terms that are contextually and culturally rooted in classical Arabic and Islamic jurisprudential thought. These terms often lack direct equivalents in English, particularly due to the structural and philosophical differences between Islamic and Western legal systems. Key terms such as حدود *ḥudūd*, قصاص *qisās*, and دية *diyyah* exemplify the semantic gaps that arise during translation, as their meanings encompass religious, legal, and ethical dimensions not easily conveyed through literal or conventional. This study utilizes descriptive analytical approach, primarily relying on textual analysis to examine various English translations of the Quran in comparison with the original Arabic text. The study emphasizes the importance of the translator's familiarity with Arabic dictionaries and Quranic exegeses, as well as understanding the relationship of the term to its context and the reasons for the verse's revelation before translating.

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## التحديات الدلالية في ترجمة المصطلح الشرعي القرآني الى اللغة الانجليزية

علي الياس جاسم   ياسر يونس البدراني    
جامعة الموصل/ كلية الآداب/ قسم الترجمة

### المستخلص

تمثل ترجمة المصطلحات القانونية القرآنية إلى اللغة الإنجليزية تحديات دلالية معقدة ناتجة عن الترابط العميق بين اللغة والقانون والعقيدة في الخطاب الإسلامي. فالقرآن الكريم، باعتباره النص الأساسي للشريعة الإسلامية، يحتوي على مصطلحات قانونية متجذرة في اللغة العربية الكلاسيكية والفكر الفقهي الإسلامي. غالبًا ما تفتقر هذه المصطلحات إلى مكافئات مباشرة في اللغة الإنجليزية، وذلك بسبب الفروق الجوهرية في البنية والفلسفة بين النظام القانوني الإسلامي والأنظمة القانونية الغربية. وتُعد مصطلحات مثل الحدود والقصاص والدية أمثلة على الفجوات الدلالية التي تظهر أثناء الترجمة، إذ تتضمن معاني دينية وقانونية وأخلاقية يصعب نقلها من خلال الترجمة الحرفية أو المصطلحات القانونية التقليدية. تستعرض هذه الدراسة التعقيدات الدلالية الكامنة في ترجمة مثل هذه المصطلحات، مع التركيز على الكيفية التي يسعى بها المترجمون إلى الحفاظ على الدقة القانونية والدقة الدينية من خلال استراتيجيات مثل التكافؤ الحرفي والتكافؤ التواصلي والترجمة التفسيرية. وتُبرز التحليلات الحاجة إلى اتباع منهج متعدد التخصصات يجمع بين الدقة اللغوية والحساسية الثقافية والقانونية.

كلمات المفتاحية: المصطلحات الشرعية؛ تفسير القرآن الكريم؛ مصطلحات غير مرادفة؛ عربي-إنجليزية

### **The Concept of Translation**

Cragg (1988, p.47) (1) affirms that "the Quran exists to be understood". Given that people on earth are of different tongues and cultures and that the Glorious Quran is Allah's message to all humanity, non-Arab Muslims who convert to Islam have the right to read this book in their original tongue in order to follow its teachings and arrange their daily life as well. This view opened the way for scholars and translators to begin working to offer a translated text of the original.

Newmark (1988, p.5) (2) suggests that translation is rendering the meaning of a text into another language in the way that the author intended the text. The word "author" in the case of the Noble Quran poses a difficulty and a barrier for the translator, who must pause many times before translating even a single word. In fact, he is dealing with a marvel which stands unique as is in any other language till the Judgment Day. Newmark (p.11) states that understanding the text requires general and close reading. To tackle the intended meaning of the Glorious Quran, the translator should read the

### **Objective of The Study**

The objective of this study is to explore the semantic challenges involved in translating Quranic legal terminology into English, with a focus on the complex interplay between language, culture, and jurisprudential context. Quranic legal terms are deeply rooted in the socio-religious framework of Islamic law (Shari'ah), often carrying multifaceted meanings that do not have direct equivalents in English. This article aims to critically examine how these terminologies are rendered by various translators, highlighting issues such as semantic loss, misinterpretation, and the limitations of the target language in conveying the depth of Islamic legal concepts. By identifying and analyzing these challenges, the article seeks to contribute to a more accurate and culturally sensitive approach to Quranic translation, ultimately supporting both scholarly understanding and interfaith dialogue.

### **Background of Legal Translation**

As defined by Catford (1965, p. 1) (3), translation is "an operation performed on languages: a process of substituting a text in one language for a text in another." The translator is "no longer a passive mediator whose main task is to reproduce the source text" after being freed from the limitations of conventional translation. The legal translator should therefore be fundamentally aware

verses in the original language many times. The first general reading can be achieved through reading different exegeses of the Noble Quran, critical papers, and illustrative analytical essays regarding specific topics that the text tackles, such as society, culture, ethics, faith, heaven, hell, etc. The close reading requires extensive research for the use of a text within the original text. The translator's duty here is to find out places where figurative language is used; he or she should also look for the multiple functions and the additional meanings one word might indicate. Since the Quran is a unique book, it is better to transfer the meanings and the message of the Quranic verses rather than concentrating on rendering single words which may have no equivalents in the other language. In this regard, Bell (1991, p. 207) focuses on conveying the meaning and the force of the message of a religious text from (SL) into (TL), the translator should have wide information about all linguistic aspects in both languages.

of the nature of law, legal language, and the ways in which these factors impact legal translation. In the age of internet communication and multilingualism, the work of the legal translator is essential to the communication process across different legal systems. Given the unique characteristics of law and legal language, legal translation is a specialized area within the broader translation practice because it incorporates law and can, and often does, have linguistic and legal impact and consequences. As previously noted, the process of translating legal texts, whether they be legislation, contracts, or courtroom testimony, stands at the nexus of legal theory, language theory, and translation theory (Joseph, 1995, p. 14) (4). Newmark (1988, p. 151) (2) suggests that specialized translation can be broken into two categories: technical and institutional translation. The terminology is widely known internationally and is not culturally dependent, as technical translation is non-cultural and therefore universal. Institutional translation, including legal translation, is culturally dependent, which means it is typical of a particular society. To make the text understandable to the recipient, legal translators must preserve the original legal document's intent, tone, and format. This requires artistic license, which is deemed inappropriate within the formal constraints of legal language. A

specialized translation that depends on culture is legal translation. Experienced legal translators deal with a wide variety of translation issues. The process used in these situations is known as finding a functional equivalence, and Newmark characterizes it as "a procedure that occupies the universal area between the SL and the TL" (1988, p. 83).

### Lexical Features of Legal Arabic

Although Arabic does not have apparent borders between its numerous subtypes, "legal Arabic language, like English legal language, has its own technical terminology" (Emery, 1989, p. 67). (5)

The most distinctive lexical features of the Arabic legal language are:

### Religious, System-based, and Culture-specific Terms

No doubt, religion has a paramount influence in certain speech communities (Ibrahim, 2024, p. 106) (6). Culture-specific and system-based words are common in Arabic private documents such as marriage contracts. Some religious words are mentioned below in the Marriage Contract (Elfarhaty, 2015, p. 35) (7):

1. The legally capable

المعتبرة شرعا

2. According to the Noble Book of Allah and the Sunnah of His Messenger.

على كتاب الله وسنة نبيه

### Lexical Tautology

In Arabic, versatile verbs refer to verbs that can take on multiple meanings and functions depending on their context (Abbas & Ali, 2024) (8). For the reason that Arabic has such a large vocabulary, semi-synonymous pairs, which are sometimes thought of as redundancies, are prominent stylistic elements in legal Arabic (or) joins two or more semi-synonymous terms (و (and) أو (or)), Fergal (1992, p. 229), as in:

باطل و ملغى

Fraud and deceit

Acknowledge and confess

### Gender Bias

Baker (1992, p. 92) (9) focuses on how gender differences are expressed in Arabic nouns and pronouns as well as in the harmony between these and the verbs and adjectives that go with them. Legal Arabic uses words that are classified as masculine. Many of these terminologies appear in the Noble Quran, such as

خُذْ مِنْ أَمْوَالِهِمْ صَدَقَةً تُطَهِّرُهُمْ وَتُزَكِّيهِمْ بِهَا وَصَلِّ عَلَيْهِمْ إِنَّ صَلَاتَكَ سَكَنٌ لَهُمْ وَاللَّهُ سَمِيعٌ عَلِيمٌ (سورة التوبة 103)

"Take Sadaqah (alms) from their wealth in order to purify them and sanctify them with it, and invoke Allah for them. Verily! Your invocations are a source of security for them, and Allah is All-Hearer, All-Knower"

One of the most notable characteristics of legal Arabic is the tendency to declare that one morphological category includes another. For instance, statutes often state that the masculine gender includes the feminine and neuter; therefore, the pronoun 'he' includes 'she' and 'it,' and 'man' most likely includes 'woman.' It is surprising to learn that while the masculine can encompass the feminine, the opposite is not true.

### Archaic Terms

'Frozen patterns of language', as Mona Baker refers to them, are preferred in legal Arabic.' (1992, p. 63) (9). The greater flexibility between various Arabic registers may be the reason why legal Arabic is less likely than English to utilize antiquated words. It's also important to remember that Modern Standard Arabic, or MSA, has the unique quality of Arabic, which is one of the six officially recognized living languages of the UN. Therefore, it makes sense to update its language and style to reflect the changing global landscape. However, not all of the outdated terms were still used in Modern Standard Arabic.

### Syntactic Features of Legal Arabic

The legal Arabic language has many recurrently distinctive syntactic features that will be discussed in some detail, with examples:

### Complex and Conditional Sentence Structures

Long complicated sentences result from the irregular punctuation and lack of clear sentence boundaries in legal Arabic. El Farahaty (2015, p. 42) (7) notes that the conjunction (و (and), or relative pronouns like "الَّذِي، الَّتِي" who, which, that" are two ways that this complexity is represented in Arabic to make coordination. Conditional sentences frequently accompany complex legal sentences. Arabic legal documents typically contain a lot of rights, obligations, and conditions.

### Usage of Participles

Passive participle and absolute object or cognate accusative are continuous grammatical elements of legal Arabic (Ryding, 2005, p. 83) (10). The numerous syntactic functions account for this widespread usage. These characteristics can be used as nouns, adjectives, or tenses (instead of verbs). The following example is from the Iraqi constitution:

تحمي الدولة حرية القيام بالشعائر والعقائد طبقاً للعادات مالم تكن  
مخلة بالنظام والأداب

-The state shall safeguard the free exercise of all forms of worship and religious rites ... unless such is inconsistent with public order or morality.

#### Passivation

Legal Arabic, like any legal language, seeks accuracy and precision by avoiding obscurity of agents. That is why legal Arabic favours the active over the passive, a characteristic specific to MSA, as Rosenhouse (1988, p. 92) (11) argues: "Arabic is known to avoid passive verb forms and not to favour much use of them in its sentences". This attitude, however, has changed, and a tendency to use the passive voice has begun, albeit in a basic and inconsistent manner.

#### Nominalization

The verbal noun (اسم الفعل) is frequently used in Arabic and legal documents in its nominal form. According to Hole (2004, p.320) (12) "nominalization, like passivation, allows "unattributable" claims to be made, for example at its simplest, hunaka "tiqad 'nna.../ there is a belief that" as opposed to "I"/"he"/"they" believe that..... These syntactic structures obscure agents; hence the text appears more objective.

#### Modality

There are particular modal auxiliaries needed in legal Arabic (Elfarhaty, 2015, p. 42) (7). Usually, modal statements like "it is necessary" and sentences that begin with a lexical verb like "must" or a preposition and particle that are frequently used in Arabic, like "أن...ل" (for... to)," or"

يجوزُ are used to convey modality. "It is acceptable for someone or people to do so," "It is required of someone or people to do so," etc.

يجب ان يتم التسليم وفق محاضر رسمية تغطي جميع الاصول  
والمنشآت وبتوقيع الطرفين

- The process of handing over shall be made according to formal minutes, meeting all the assets and installations, and signed by the two parties.

#### Textual Features of Legal Arabic

Legal Arabic has its own devices that are used as linguistic resources for achieving cohesion in all Arabic text types." Abdul-Ra'of (2001, p. 59) so, in this section, attention will be paid to some distinctive textual features.

#### Reference

Baker (1992, p.189) (9) states that pronominal reference is preferred in Arabic as a common method of tracking participants and creating cohesive connections overall. Endophoric, which

occurs inside the text, and exophoric, which occurs outside the text, are the two categories of references. Each can be recognized through the context of the situation. Endophoric reference consists of anaphora and cataphora; the former refers to reference that follows the word, while the latter describes pronominal reference that precedes the word

#### Conjunctions and Punctuation

Holes (1985, p. 234) (13) comments that 'Arab writers still "pile up" phrases loosely connected by و (and) and ف (so), despite the introduction of the full-stop and the comma into Arabic'. و (and) 'can mark temporal sequence, simultaneous action, semantic contrast, and semantic equivalency amongst other things'. "Can serve as a marker of temporal sequence, purpose, result, or concession," Al-Khafaji (2001, p.8) (14) has undertaken a study on a small literary corpus produced originally in Arabic to assess the most common punctuation marks in such writings. He observed that the comma and the period are the most common. Hole (2004) (12) contends that "there is still no fully standardized system of punctuation in use today, and much Arabic writing had no punctuation at all until perhaps the latter part of the nineteenth century."

#### Lexical Repetition

In order to create coherence, lexical repetition is a crucial tool in legal Arabic. Many linguists refer to it as semantic redundancy, verbosity, or wordiness (Shunnaq 1994, p. 103). (15)Such as:

يتعهد الطرفان المتعاقدان بتسهيل المبادلات التجارية بين الدولتين  
- التعهد وفقا لهذا

-The two contracting parties undertake to facilitate trade exchange between the two countries according to this Pledge.

#### Arabic Diacritics

The origins of Arabic diacritical markings also refer to as "Tashkil," can be traced back to the early stages of the Arabic script's development during the early years of Islam. Due to the need to accurately convey the intricate phonetics of the Arabic language, diacritical aids were first developed to help non-native speakers pronounce the Noble Qur'an. These diacritical markings have developed throughout time beyond their original use, becoming essential elements of Arabic orthography and textual interpretation in a variety of fields, including jurisprudence and law (Hassan, 2016, p.3) (16).

#### Stylistic Features

"The way in which language is used in a given context, by a given person, for a given purpose" is

how Leech and Short define style (2007, p. 10) (17). They affirm that speakers' and writers' deliberate decisions determine style. The source and target text styles, respectively, are formal and informal, and should be taken into account when conducting research. There are various ways to identify legal Arabic, including formal, impersonal, and layout-specific styles.

#### **Layout**

The layout of Arabic legal texts is comparable to that of their English counterparts, with larger type for headings and serial numbering for paragraphs and subparagraphs. However, Arabic lacks capitalization and italics, which limits the graphic options (Emery, 1987, p. 46) (18). There are a few optional discourse features unique to Arabic, but in constitutions, the introduction conventions are followed (i.e., parties to the document in bold type at the head, followed by a series of non-finite adverbial clauses of the 'bearing in mind' type and a declaration of approval). Such as the emphatic verbal particle and the nominal sentence marker, which mark the main clause (much like "hereby" or "now").

#### **Impersonality**

The primary objectives of neutrality and objectivity in legal discourse are supported by the use of an impersonal tone in legal Arabic texts. Legal documents seek to minimize bias and personal influence by presenting facts, regulations, and decisions in a generalized manner (Salem, 2019, p. 53) (19). This is especially important in legal settings like court rulings and contracts, where impartiality and fairness are critical. Additionally, the impersonal approach improves the accuracy and readability of legal Arabic texts. Legal writings become clearer and more succinct when superfluous personal pronouns are avoided, and the activity or result is the main focus. Khalid (2014, p. 75) (20). For lawyers, judges, and other parties to understand legal texts consistently and unambiguously, this clarity is crucial.

#### **Formality**

Arabic legal documents are known for their formality and exacting accuracy. A defining characteristic of the tradition is the use of formal language in legal discourse, which upholds the integrity of legal ideas, establishes clarity, and communicates authority. The formal language used in legal Arabic texts shapes the fundamentals of legal communication and serves a number of

important functions. In the current legal environment, the formal style of legal Arabic texts is still essential. Contracts, judicial rulings, and legislative writings are examples of legal documents that nonetheless follow formal linguistic rules.

#### **Lexical Features of Legal English**

An analysis of English legal discourse indicates that lexical elements like archaic and Latin phrases appear more frequently in one legal genre than another; they are more common in official documents in general and contracts in particular. Legal English is unique in terms of lexical features, including 'art terminology' with highly technical meanings, terms with a semi-technical meaning, and a normal lexicon. Additionally, legal English contains Latinisms, French words, and archaic phrases that persist in legal texts despite the push for plain language. Formality, which is conveyed by fixed linguistic elements like speech actions, modals, and enactment formulations, is another characteristic that sets legal English apart.

#### **Archaic Terms**

Legal English texts are distinguished by their "archaic vocabulary" Alcatraz et al., (2002, p. 5). These ancient legal phrases can be traced back to Old Middle English and the common exemplification of expressions like "hereby," "hereunder," and "aforesaid." It should be noted that using old expressions does not always have a precise meaning. However, the legislator seeks to ensure respect for legal rules, particularly through linguistic means, to achieve solemnity through a formula full of dignity.

Mellinkoff (1963, p. 13) (21) regards archaic terms in legal texts as "daily bread." As the saying goes, "old is gold," so using some archaic words in legal discourse is due to avoid repetition, such as *hereof* and *hereby*, which are highly preferred features in legal, and to give special style to the legal discourse or to create a rituality known only by specialists, to whom laymen must return, in order to achieve accuracy, solemnity, and precision. More importantly, the ending of verbs in the third singular of the simple present shows the inflectional morpheme "*eth*" rather than "*es*" For example: This contract witnesseth that.

#### **Latinism and French Terms**

The convention of Latin terms in legal discourse is called "Latinism," which dates back to the Middle Ages when Latin was the official language, and the

Roman Catholic Church had a considerable influence on legal English. Latinism in English legal discourse refers to any word or expression derived from Latin. It takes up a significant portion of the legal terminology in English legalese. Garner (1995, p. 501) (22) classifies Latinisms into two categories: Legal readers frequently encounter Latin in modern texts, some of it necessary, some not.

#### Religious and Culture-specific Terms

Religion represents the control system of human laws ordained by Allah, the Supreme Legislator. Thus, one of the connotations of the term "religion" concerns celestial ordinances. As adherence to these divine principles is imperative, these terms are frequently mentioned in English legal terminology. This occurrence can be related to the influence of Christianity, a faith that draws its tenets from the boundless justice of the Divine and compels individuals to establish equity to foster harmonious and felicitous coexistence.

#### Lexical Tautologies

Another linguistic feature that presents a problem for legal translators is tautology. Words with the same meaning that are grouped in pairs (doublets) or even triplets where only one is necessary are known as legal tautologies. For instance, in the phrase "null and void," "null" does not contribute anything to "void," and "void" does not add anything to "null." (Rylance 1994, p. 45) These legal tautologies have four different origins (Houbert 2005, p. 70).

العدل والقسط

(Qist and Adl)

(Adl) often means equity or balanced fairness in obligations, while

(Qist) carries a connotation of exact justice or legal distributive fairness

Translations frequently render both as "justice", losing the subtle difference between moral equity versus legal fairness

Translating here the same as 'in other verses' reduces legal precision and moral context.

#### Syntactic features of Legal English

Legal English has more distinct syntactic features than lexical ones, which surely contribute to the difficulty laypeople have understood it. According to Crystal and Davy (1969) (25), legal English sentences "are, almost without exception, difficult" at the sentence level, according to the majority of linguists. Legal English's syntactic characteristics are as follows:

#### Complex Sentence

The length and complexity of sentences are the most obvious syntactic features. The Plain English movement disputed the structural complexity in legal writing and explored the opportunities for the shortening of sentences. Specific sentence structure is caused by the fact that in the past every part of a legal document used to consist of a single sentence. Sentences included a great deal of information, repetitiveness, long noun phrases with plenty of modification, peculiar word order, prepositional phrases, as well as coordinate and subordinate clauses

(لَا يَكْلِفُ اللَّهُ نَفْسًا إِلَّا وُسْعَهَا لَهَا مَا كَسَبَتْ وَعَلَيْهَا مَا اكْتَسَبَتْ رَبَّنَا لَا تُؤَاخِذْنَا إِنْ نَسِينَا أَوْ أَخْطَأْنَا

"Allah burdens not a person beyond his scope. He gets reward for that (good) which he has earned, and he is punished for that (evil) which he has earned. "Our Lord! Punish us not if we forget or fall into error"

#### Nominalization

Verb- Derived - Nouns are often substituted for verbs, such as:

*to give consideration* instead of *to consider*.

*to be in opposition* rather than *to oppose*.

*to be in contravention* instead of *to contravene*.

*to be in agreement* instead of *to agree*.

The morphological process of nominalization should be avoided since it results in a lengthy and undynamic text. The following instance, a quoted from the Egyptian Constitution, will clarify this case.

يهدف الاقتصاد الوطني الى تحقيق التنمية المطردة الشاملة ورفع مستوى المعيشة وتحقيق الرفاه والقضاء على الفقر والبطالة وزيادة فرص العمل

#### Passivization

Passive voice is deeply rooted in legal language, but it is also overused in all kinds of legal documents. Legal drafters instinctively adhere to it, so both laws and court decisions typically contain a verb in the passive, especially when an obligation or condition is imposed. This gives the impression that such rules are infallible because they happen without the influence of a human agent. One of the characteristics of a highly impersonal writing style is the unusual use of pronouns. The following example is mentioned in a subtype of legal Arabic:

-This contract is revoked immediately and absolutely without any prior notice if . . . (Tenancy Agreement, article 12)

يفسخ هذا العقد فوراً وتلقائياً وبدون تنبيه او انذار مسبق في حالة .

(Elfarhaty's translation p.41)

### Nida's Equivalence: Formal and Dynamic Equivalence

Eugene Nida's theory of translation developed from his practical work from the 1940s onwards, when he translated and organized the translation of the Bible and trained a number of inexperienced translators working in the field. Two significant books from the 1960s: *Toward a Science of Translating* (Nida 1964) (26) and the co-authored *The Theory and Practice of Translation* (Nida and Taber 1969) (27). The old terms such as 'literal', 'free' and 'faithful' translation are discarded by Nida in favour of 'two basic orientations' or 'types of equivalence' (Nida 1964:159) (26): (1) formal equivalence; and (2) dynamic equivalence.

**Formal equivalence** focuses attention on the message's actual substance and form. It is important that the message in the target language closely corresponds to the various components in the source language (Nida 1964: 159) (26). Formal equivalence—later referred to as "formal correspondence" (Nida and Taber, 1969: 22) (27)—is closely focused on the ST structure, which has a significant impact on accuracy and correctness. The most common type of translation is "gloss translations," which closely resemble the structure of the source text and frequently include academic footnotes.

**Dynamic equivalence** is based on what Nida names 'the principle of equivalent effect', where "the relationship between receptor and message should be substantially the same as that which existed between the original receptors and the message" (Nida 1964: 159) (26). This means that the message aims for complete naturalness of expression and must be adjusted to the recipient's linguistic requirements and cultural expectations. This method of translation involves translating the source language "thought for thought" rather than "word for word," as in formal equivalence. 'Naturalness' is a main requirement for Nida. Indeed, he defines the aim of dynamic equivalence as seeking "the closest natural equivalent to the source-language message" (Nida 1964: 166, Nida and Taber 1969: 12). (26, 27)

#### SL Text (1)

وَالَّذِينَ يَرْمُونَ أَزْوَاجَهُمْ وَلَمْ يَكُنْ لَهُمْ شُهَدَاءُ إِلَّا أَنْفُسُهُمْ فَشَهَادَةُ  
 أَحَدِهِمْ أَرْبَعُ شَهَادَاتٍ بِاللَّهِ إِنَّهُ لَمِنَ الصَّادِقِينَ (النور: 6)

#### Interpretation

This verse addresses a crucial legal and moral issue in Islamic law concerning accusing one's wife of adultery without witnesses. This situation is

known in Islamic jurisprudence as اللعان (Mutual Cursing Oath), a legal procedure that protects both the accuser and the accused when no external witnesses are available. Ibn Ashur (Vol.18, p. 162) (28) notes that it begins with a conditional clause (And those who accuse their wives but have no witnesses except themselves...). This general phrasing indicates that the ruling applies to any husband who finds himself in such a situation, regardless of his background or status. The word "يرمون" (accuse) is a present verb that implies an ongoing or potential act of accusation, reinforcing that the verse addresses real-life situations that could arise at any time. Tabari (Vol.19, p.109) explains that the structure of the sentence shows a legal exception within Islamic law. The phrase "إلا انفسهم" (except themselves) signifies that when external witnesses are absent.

#### TL Texts

**1-Asad:** "And as for those who **accuse their own wives [of adultery]**, but have no witnesses except themselves, let each of these [accusers) call God four times to witness that he is indeed telling the truth,"

**2-Itani:** "As for those who **accuse their own spouses**, but have no witnesses except themselves, the testimony of one of them is equivalent to four testimonies, if he swears by God that he is truthful."

**3-Khan:** "And for those who **accuse their wives**, but have no witnesses except themselves, let the testimony of one of them be four testimonies (i.e. testifies four times) by Allah that he is one of those who speak the truth."

**4-Maulana:** "And those who **accuse their wives** and have now witnesses except themselves let one of them testify four times, bearing Allah to witness, that he is of those who speak the truth."

No	Translator	TL Text	Equivalence		Appropriateness
			Formal	Dynamic	
1	Asad	accuse their own wives [of adultery]	-	+	+
2	Itani	accuse their own spouses	-	+	-
3	Khan	accuse their wives	-	+	-
4	Maulana	accuse their wives	-	+	-

Table (1): SL Text (1) Analysis

## Discussion

The term (يرمون) refers to a situation where a husband accuses his wife of adultery. Many translators have rendered this term differently, with variations in how they translate (يَرْمُونَ) into (accuse) or (charge). However, not all translations specify what the accusation is about. Since the verse refers specifically to accusations of adultery (zina).

Translator 1 translated (يرمون) as (accuse their own wives of adultery). Translator 2, 3 & 4 rendered it as (accuse their spouses or wives). Only translation 1 accurately reflects both the linguistic and legal context of the verse Tabari (Vol.19, p.109) explains that the structure of the sentence shows a legal exception within Islamic law. The phrase "إلا" (except themselves) signifies that when external witnesses are absent, the husband's testimony alone is legally considered but under strict conditions.

### SL Text (2)

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَنْتُمْ بِدِينٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ  
 وَلْيَكْتُب بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ وَلَا يَأْبَ كَاتِبٌ أَنْ يَكْتُبَ كَمَا عَلَّمَهُ اللَّهُ  
 (البقرة 282)

### Interpretation

A debt is either taken or given. It is one of the greatest reasons for the spread of transactions, because the one who is able to grow money may lack money and is forced to borrow money to show his talents in trade, industry or agriculture. And because the money of the person may run out from his hands and he has a way to get it after a while, so if he does not borrow money, the system of his money will be disrupted, so it was legislated Allah the Almighty has permitted people to maintain the common practice of debt among them so that they do not think that the prohibition of usury and the return of the clients to their principal amounts to the nullification of all debt. (Ibn Ashur, Vol. 3 , p. 98 )(28) .

### TL Texts

**1-Asad:** "O YOU who have attained to faith! Whenever you give or take **credit** for a stated term, set it down in writing. And let a scribe write it down equitably between you; and no scribe shall refuse to write as God has taught him."

**2-Itani:** "O you who believe! When you incur **debt** among yourselves for a certain period of time, write it down. And have a scribe write in your presence, in all fairness. And let no scribe refuse to write, as God has taught him."

**3-Khan:** "O you who believe! When you contract a **debt** for a fixed period, write it down. Let a scribe

write it down in justice between you. Let not the scribe refuse to write as Allah has taught him."

**4-Maulana:** "O you, who believe, when you contract a **debt** for a fixed time, write it down. And let a scribe write it down between you with fairness; nor should the scribe refuse to write as Allah has taught him."

No	Translator	TL Text	Equivalence		Appropriateness
			Formal	Dynamic	
1	Asad	credit	-	+	-
2	Itani	debt	+	-	+
3	Khan	debt	+	-	+
4	Maulana	debt	+	-	+

Table (2): SL Text (2) Analysis

## Discussion

Concerning this verse, translator 1 failed to give an appropriate rendering since he uses credit, which might be misunderstood in the context of interest-bearing credit, which Islam prohibits. Translators 2, 3, 4, 5, & 8 succeeded in their renditions, since they rendered the term under discussion دين into debt. That is, they properly convey the formal equivalence of the term and also maintain the same function in accordance with the textual meaning. The address is directed to the believers, i.e. to all of them, and the intended ones are the debtors in particular, and the one addressed in particular is the debtor, because it is his right to make his creditor feel at ease about his money (Ibn Ashur, Vol. 3, p. 98) (28).

### SL Text (3)

يَا أَيُّهَا الَّذِينَ آمَنُوا كُتِبَ عَلَيْكُمُ الْقِصَاصُ فِي الْقَتْلِ الْحُرِّ بِالْحُرِّ  
 وَالْعَبْدِ بِالْعَبْدِ وَالْأَنْثَىٰ بِالْأَنْثَىٰ فَمَنْ عُفِيَ لَهُ مِنْ أَخِيهِ شَيْءٌ فَاتِّبَاعٌ  
 بِالْمَعْرُوفِ وَأَدَاءٌ إِلَيْهِ بِإِحْسَانٍ ذَلِكَ تَخْفِيفٌ مِّن رَّبِّكُمْ وَرَحْمَةٌ مِّن  
 اعْتَدَىٰ بِعَدْلٍ فَلَهُ عَذَابٌ أَلِيمٌ (البقرة 178)

### Interpretation

Al Qisas is the name given to the compensation of a crime or a fine owed to someone with the same amount from the one who has been wronged, in fairness and justice. Al Qisas is applied to the

punishment of the offender in the same manner as he committed, and to the accountability of the creditor for what he owes to the debtor in order to pay his debt. All of its applications indicate equality and equality in rights and consequences. Al-Qisas, which means cutting, and from it is their saying: A bird with clipped wings. From it, the scissors were named for the cutting tool, meaning cutting. And the haircut with the qaf pronounced with a damma is what is cut from it. So the Almighty's saying: "Al-Qisas is prescribed for you in the case of those killed" carries the meaning of the punishment for killing by killing the killer, and it carries the meaning of equality and similarity in that punishment. In the sense of compensation and the like, and it bears the meaning that no one other than the killer is killed, who has no partnership in killing the one killed. (Ibn Ashur, Vol. 2, p. 136) (28).

#### TL Texts

**1-Asad:** "O YOU who have attained to faith! Just **retribution** is ordained for you in cases of killing: the free for the free, and the slave for the slave, and the woman for the woman.<sup>147</sup> And if something [of his guilt] is remitted to a guilty person by his brother,<sup>148</sup> this [remission] shall be adhered to with fairness, and restitution to his fellow-man shall be made in a goodly manner."

**2-Itani:** "O you who believe! **Retaliation** for the murdered is ordained upon you: the free for the free, the slave for the slave, the female for the female. But if he is forgiven by his kin, then grant any reasonable demand, and pay with good will. This is a concession from your Lord, and a mercy. But whoever commits aggression after that, a painful torment awaits him."

**3-Khan:** "O you who believe! **Al-Qisas (the Law of Equality in punishment)** is prescribed for you in case of murder: the free for the free, the slave for the slave, and the female for the female. But if the killer is forgiven by the brother (or the relatives, etc.) of the killed against blood money, then adhering to it with fairness and payment of the blood money, to the heir should be made in fairness. This is an alleviation and a mercy from your Lord. So after this whoever transgresses the limits (i.e. kills the killer after taking the blood money), he shall have a painful torment."

**4-Maulana:** "O you who believe, **retaliation** is prescribed for you in the matter of the slain: the free for the free, and the slave for the slave, and the female for the female. But if remission is made to one by his (aggrieved) brother, prosecution (for

blood-wit) should be according to usage, and payment to him in a good manner. This is an alleviation from your Lord and a mercy. Whoever exceeds the limit after this, will have a painful chastisement."

No	Translator	TL Text	Equivalence		Appropriateness
			Formal	Dynamic	
1	Asad	retribution	+	-	-
2	Itani	Retaliation	+	-	-
3	Khan	Al-Qisas (the Law of Equality in punishment)	-	+	+
4	Maulana	retaliation	+	-	-

Table (3): SL Text (3) Analysis

#### Discussion

The Arabic term القصاص (Al-Qisas), as mentioned in Surah Al-Baqarah (178), is a fundamental concept in Islamic jurisprudence that refers to the law of retribution in cases of homicide. The term Qisas originates from the Arabic root ق-ص-ص (q-s-s), which conveys meanings related to following closely, tracking, or making something equal. In the legal context, Qisas signifies proportional justice a punishment that corresponds precisely to the crime committed. It aims to deter crime by holding individuals accountable for their actions. "Retribution" in English still carries a punitive rather than equitable tone. Qisas, in contrast, allows for forgiveness and alternatives like diyah (blood money), which is not necessarily conveyed by "retribution." Is somewhat accurate, but lacks the nuance of forgiveness and legal proportionality as in translation 1. The term retaliation implies a personal act of revenge rather than a legal framework. In English, "retaliation" often connotes emotional, uncontrolled vengeance, which does not align with the Quranic concept of Qisas. Unlike retaliation, Qisas operates within a judicial system, ensuring that punishment is just and proportional rather than reactionary. It is not an accurate translation as in 2 and 4. Translation 3 tries to clarify Qisas as a legal principle rather than mere revenge. The phrase "law of equality in punishment" correctly conveys the proportional justice aspect of Qisas.

#### SL Text (4)

(وَإِنْ خِفْتُمْ شِقَاقَ بَنِيهِمَا فَأَبْغِثُوا حَكْمًا مِنْ أَهْلِهِ وَحَكْمًا مِنْ أَهْلِهَا إِنْ يُرِيدَا إِصْلَاحًا يُوَفِّقِ اللَّهُ بَيْنَهُمَا إِنَّ اللَّهَ كَانَ عَلِيمًا خَبِيرًا)

(النساء 35)

### Interpretation

The jurists said if a dispute occurs between the spouses, the judge places them next to a trustworthy person who looks into their situation and prevents the unjust person from being unjust. If their situation becomes serious and their dispute lasts a long time, the judge sends a trustworthy person from the woman's family and a trustworthy person from the man's people to meet and look into their situation and do what is appropriate. The interest is in what they see of separation or reconciliation. The Lawgiver longs for reconciliation. That is why He said: (If they both desire reconciliation, Allah will cause it between them). (Ibn Kathir, Vol. 2, p. 296)

### TL Texts

**1-Asad:** And if you have reason to fear that a breach might occur between a [married] couple, appoint an **arbiter** from among his people and an arbiter from among her people; if they both want to set things right, God may bring about their reconciliation. Behold, God is indeed all-knowing, aware.

**2-Itani:** If you fear a breach between the two, appoint an **arbiter** from his family and an arbiter from her family. If they wish to 4. WOMEN (an-Nisa') reconcile, God will bring them together. God is Knowledgeable, Expert.

**3-Khan:** If you fear a breach between them twain (the man and his wife), appoint **(two) arbitrators**, one from his family and the other from her's; if they both wish for peace, Allah will cause their reconciliation. Indeed Allah is Ever All-Knower, Well-Acquainted with all things.

**4-Maulana:** And if you fear a breach between the two, appoint an **arbiter** from his people and an arbiter from her people. If they both desire agreement, Allah will affect harmony between them. Surely Allah is ever Knowing, Aware.

No	Translator	TL Text	Equivalence		Appropriateness
			Formal	Dynamic	
1	Asad	an arbiter	-	+	+
2	Itani	an arbiter	-	+	+
3	Khan	(two) arbitrators	+	-	-
4	Maulana	an arbiter	-	+	+

Table (4): SL Text (4) Analysis

### Discussion

Concerning discussion of this verse, Translators (1, 2& 4) use (an arbiter) as an equivalence for (حَكَم) which is regarded a good equivalence because an arbiter is a person who has the power to render a social decision in a particular dispute, typically using their own decision rather than necessary following formal legal processes. Translators 3 translates (حَكَم) into (arbitrator), which refers to a person selected to resolve disputes through arbitration, a legal procedure conducted with the agreement of the parties involved. An arbitrator is usually part of a formal process according to recognized arbitration rules. We find that the arbitrator chosen from among the husband and wife's families is not an official judge, but rather two individuals appointed to solve the marital relationship and attempt to reconcile the spouses, without strict formal legal procedures.

### Conclusions

This study underscore several key conclusions regarding the translation of Quranic legal texts. First, the translator's primary option should be formal equivalence, resorting to dynamic equivalence only when a formal counterpart is unavailable, thus confirming the third hypothesis (see 1.3). When dynamic equivalence is employed, it must be applied cautiously to preserve the intended legal effect of the source language (SL) text, as improper or random use may distort meaning and lead to divergent legal outcomes, thereby validating the fourth and fifth hypotheses (see 1.3). Furthermore, a Quranic legal translator must approach the task with absolute objectivity, given that Quranic legal terms pertain to the rights and obligations of individuals, and any error or bias can result in misapplication of the law and infringement on personal rights. The thesis adopts Nida's model due to its linguistic orientation and utility in analyzing linguistic items at the word and phrase level, which aligns with the nature of the data examined. Lastly, Quranic legal texts comprise a substantial body of legally significant verses that directly impact people's lives; thus, their accurate translation demands special attention, as they are relevant across all sectors of life.

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