

Research Article

On Translating and Drafting Sharia Legal Terms and Expressions in Saudi Contracts

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The difficulty in translating legal sharia expressions and terminologies used in contracts arises from semantic, syntactic, pragmatic, contextual, and cultural features of the Islamic sharia expressions. The present study aims to address the problems arising when translating these contracts from Arabic into English and vice versa. It also aims to reassess the translations of several international business contracts translated from Arabic into English and vice versa to verify whether the legal Islamic terms and expressions have been accurately rendered or not. The Saudi legal system is based completely on sharia law. The Saudi contracts abound with religious expressions and terms, which sometimes have no equivalence in the English language. There is a crystal-clear cultural–religious gap between Arabic and English. The language of contracts must be accurate, precise, meaningful, and comprehensible. Any slight difference in translating these contracts might result in the loss of individual rights, which affects the foreign investments and the social life of residents and citizens. The present study is a qualitative study that adopts a critical hermeneutic method to address the highly controversial issues relating to the translation of Islamic legal terms and expressions. The study has found that the Islamic legal terms and expressions are translatable providing that the translator could use a hermeneutical translational approach. The study is original in the sense that it deals with the problems of translating the religious expressions embedded and constituted in the Saudi contracts.

1. Introduction

The present study aims to address the problematic issues arising when translating the legal Islamic sharia terms and expressions used in Saudi contracts. Legal translation can be simply defined as the translation of legal texts such as witness statements, contracts, filed patents, transcripts, official reports, and financial documents [1–3]. Although legal texts have been extensively translated from Arabic to English, there are few translations of the Islamic sharia legal terms from English to Arabic. The problems of translating sharia legal texts have not been adequately addressed, as the number of studies done in this area is still a few and incomprehensive. Legal translation in general is difficult because the legal language is ambiguous, complicated, and difficult to interpret. In legal translation, translators are responsible for maintaining both the precision of meaning and the legal effect of the ST on the TT reader [4–6]. The present study

starts from the hypothesis that there is a kind of linguistic and cultural gap between the legal Islamic sharia terms and their equivalents used in the English language. That is to say, it is difficult to offer identical equivalence when rendering the Islamic legal sharia concepts used in the Saudi contracts in the English language. Translating legal contracts depends largely on providing precise and accurate equivalence for the legal terms used in the source text. Accuracy and precision are considered to be the most important measurements for the validity and reliability of translating legal contracts, since the slightest difference in meaning may entail the loss of rights of one of the parties of the contract. “Translating legal documents can lead to serious consequences at home and abroad” ([2], p. 90). Sarcevic [7] states that “translations of legal texts lead to legal effects and may even induce peace or prompt a war” (p. 1). Therefore, the condition of precision and accuracy is a highly complicated issue in legal translation, particularly when there are vast cultural, religious, and linguistic

gaps between the source text and the target text. As such, the major objective of the present study is to focus on the cultural, religious, historical, and linguistic impediments that impede translators from transferring legal terms and expressions from Arabic into English as accurately as possible. The significance of the present study is implicit in the idea of the rendition of the legal terms derived from the religious conceptual framework into secular legal texts. The problems facing the translators working in this field are to be tackled, as the study proposes suggestions and solutions that aim to guide translators in dealing with such types of texts.

2. The Problems of the Study

When translating legal terms based on the Islamic sharia concepts into English, a translator is faced with a wide variety of problematic issues. First of all, the legal Islamic sharia terms and expressions are based on the Islamic conceptual framework which has no conceptual counterpart in Western culture. Second, legal texts are known for their lexical and stylistic ambiguity which may result in serious consequences if a translator tries to sort out such ambiguity [8–11]. Third, the sharia legal system derives both its structural and linguistic systems from Islam and Arabic culture. However, the English law system derives its structure and values from the common law. There seems to be a clear “system gap,” as termed by Weisflog ([12], p. 188), between Islamic law and the law originally written in English, particularly in terminology [13–15]. Finally, the serious translation problems facing the translators of Islamic legal sharia texts are the imbalanced relationships in the legal concepts between the sharia law system and the common law. Sharia legal system is perceived and interpreted in the context of sharia law. Similarly, legal English is perceived and interpreted in the context of common law. There is a striking difference between the sharia law system and the common law in English-speaking countries complicates the process of rendering legal terms and texts. Alcaraz and Hughes [16] explain that “since the ambiguity is inherent in the syntactic structure of the sentence, any translation that reproduces this is bound to be correct, in the sense that it will be equally ambiguous, and for the same reasons” (p. 45).

3. The Objectives of the Study

There are several objectives of the present study. First of all, it aims to determine the unique status and distinguishing characteristics of the Islamic sharia law system from the TL. This independent conceptual system is based on a special semantic domain that creates lexical semantic differences between the two legal systems. Yankova [17] argues that conceptual semantic differences between the source text and the target text in two legal systems complicate the translation of legal terms and expressions. Therefore, the present study aims to address the differences between the source language (SL) and the target language (TL) at the conceptual semantic level. Second, it is also interested in helping translators to find the corresponding equivalent. Third, it helps to solve the problem of the obsolescence of many Islamic sharia legal

terms, which often do not have their equivalence in the target culture. This case of obsolescence has made many translators unable to find the identical equivalence and instead, they resort to the strategy of adaptation, which is not an ideal solution for legal translation. Fourth, the present study aims to address the stylistic, rhetorical, and syntactic differences between Arabic and English. Finally, the transference between expressions based on a religious background to secular text would generate several translation problems.

4. Review of Literature

There are many studies dealing with the problems of translating legal terms into English; however, the studies addressing the problems of translating religious legal texts into Arabic are a few. The research done in this area is not adequate and has its limitations and gaps. Altarabin [18] argues that the idea of getting equivalence in translation is a kind of illusion that contradicts the core issue of legal translation. “There has been no consensus on translation equivalence, which has encouraged a continuous debate among translation theorists for decades” (p. 3). The concept of equivalence in legal translation is problematic because of the paralinguistic and paratextual features of the legal terms, as Newmark [19] claimed that translation equivalence is elusive simply because it is impossible to achieve a perfect translation. However, the translation of legal expressions and terms in legal contracts requires meticulous precision and accuracy in translation as the differences between SL and TL must be kept to a minimum. Finding the precise equivalence relationship might be impossible to achieve in the legal translation due to the pragmatic, grammatical, stylistic, and lexical differences between English and Arabic. Identifying the precise equivalence necessitates the translators’ awareness of the context to realize the intended meaning of various legal expressions and terms. Many sharia legal terms and expressions have no equivalence in English, known as the lexical gap. The lexical gap means that the words in SL have no conceptual reference in TL, which represents a serious problem of legal items translation. Legal equivalence is difficult to find because of the different legal systems, stylistic differences, cultural differences, and the nature of law [1, 8, 20, 21]. The content of legal systems varies from culture to culture and from language to language. In other words, each legal system is shaped in terms of its contextual realities. To illustrate, legal English is shaped by the context of common law and the Saudi Sharia legal system is shaped by the context of the Quran and Sunnah. Therefore, there is great difficulty to find a corresponding equivalent between Arabic and English legal systems. Legal texts are heavily loaded with religious and cultural connotations which make them different and unique [22, 23]. They are also shaped by explicit conventions that govern the function of language, lexical semantic choice, and syntactic structure used in law, which affirms the idea that translational equivalence pays no dividends in legal translation from Arabic to English and vice versa. Bhatia [24] argues that the legal translation is communicative par excellence that favors communicating overall textual meaning to equivalence meaning. A basic

linguistic in legal translation is the absence of equivalent terminology across different languages. This requires a constant comparison between the legal systems of the SL and the TL [8, 25–28]. The law terminologies and expressions demonstrate the uniqueness and the distinctiveness of each legal system. David and Brierley [29] argue that each legal system “has a vocabulary to express concepts, its roles are arranged into categories, it has techniques for expressing rules and interpreting them” (p. 19). Husni and Newman [30] explain that the distinctiveness of each legal system results in “often dramatically varying terminologies relating to the legal profession, courts and areas of law” (p. 108). Altarabin [2] states that the intrasystem terminological differences can be reflected in “the use of lawyer, attorney, solicitor, barrister, advocate, and counselor and counsel in the UK and US. These lexical items can be generally translated into Arabic as *mūḥāmi* (lawyer) even though these words in English do not have a similar meaning.” They are not synonyms, so they are not the corresponding equivalent to the Arabic word, *mūḥāmi* (lawyer). Altarabin [2] adds that:

In the UK, an attorney refers to someone acting on behalf of another person. The attorney can be translated into Arabic as wākīl, especially when the word is followed by in-fact thus becoming attorney-in-fact wākīl. This necessitates taking the contextual usage of legal terms into careful consideration, especially when dealing with extremely divergent legal systems in the Arab world and abroad. (p. 92).

Therefore, the previous studies focusing on translational legal equivalence found it an unsuitable and inconvenient translation strategy for legal translation [31, 32]. The translation of Arabic legal texts into English is usually based on familiarity with the legal terminology as “the translation of legal texts presupposes familiarity with specialized terminology... The distinctive lexical features of legal vocabulary must be part of the translation competence of the legal translator” ([33], p. 156). Other studies focused on the strategies for the translation of legal texts. Some studies determine three conditions for a good translation of the legal text. First, a translator should be knowledgeable of the legal system. Second, he should be familiar with the relevant terminology. Third, he should be competent with the target language writing style [34–37].

Few studies have tackled the translation of Islamic legal terminologies into legal English. One of these few important studies is one written by Alwazna [13] where the study addressed the “terminological incongruity between the Islamic law and the English common law.” The paper presents an analysis of the terminological inconsistencies between the Islamic term “*māl*” and the English proposed equivalent “*property*.” The study recommends using the functional equivalent that reproduces the same legal effect in the target language. The study also indicates that if an adequate legal equivalent is not attainable, a translator

should resort to using specific translation strategies. Familiarization with the conceptual framework of the legal terminologies is also essential for legal translators. The legal text translation requires quite extensive knowledge of the legal topic addressed in the translation task including a good knowledge of the concepts in both SL and TL, sentence patterns, and structure. “The translation of legal texts should not be done without quite extensive knowledge of the respective legal topic in both the SL and the TL, i.e. the knowledge of the concepts, terms denoting the concepts, sentence patterns visualizing the information, genre classification of the text and the knowledge of legal culture” ([38], p. 449). Mattila [39] regards the legal language as a language for special purposes because the specific legal style cannot be fully grasped by the public. This legal discourse is notorious for its ambiguity, repetitiveness, and complicated syntax [37, 40, 41]. In addition, the legal discourse contains several layers of overlapped discourses and each discourse has its features, which are shaped contextually as well as situationally [42]. If a translator is unfamiliar with the legal terms and expressions, he may provide strange equivalents in the TL. The Arabic legal discourse is mainly made up of Islamic law and common law. Therefore, the Arabic legal discourse includes elements from both Islamic legal discourse and common law discourse. Emery [43] explains that “Arabic legal texts exhibit their own features of structure and style. They make more use of grammatical cohesion (through reference and conjunction) and finite structures than their English counterparts” (p. 10). Translating legal texts between two different systems like the common law and the sharia law system is so arcane task because the sharia law system has no set of legal terminology compared to the common law and even the borrowed systems of Arabic law in countries like Egypt, Algeria, and so on.

The previous studies have focused on the translation problems between Arabic and English law with less emphasis on sharia law. Therefore, the problems facing the translators while rendering the Saudi contract expressions have not been resolved yet. The language of sharia law is a purely religious language, whose lexical items, metaphors, and concepts are mainly derived from the Quranic source and Sunnah, and the classical Arabic culture, which are different from the English common law. Therefore, at the conceptual level, it is so difficult to bring about the same conceptual equivalence in the common law; many concepts are totally unavailable in the English culture which represents a serious problem of translation especially when it comes to the urgent need for Saudi Arabia to be more open to the international investments. Sharia language belongs to the traditional Arabic language and a major feature of the classical items is the semantic shift. The phenomenon of semantic shift in Arabic falls mainly in the category of pejoration [44]. Other studies have focused on the grammatical issues in translating legal texts from English to Arabic and vice versa. Al-Dahwi [45] argues that only the first and second types of if-conditional are used in the legal texts of Arabic and English. The conditional sentences in Arabic are realized by particles like “*idha*” to express a high degree of certainty and “*in*” to express

uncertainty. However, the conditional sentences in English express both certainty and uncertainty. The studies focusing on the problematic issues resulting from translating the sharia legal terms embedded in contracts are few. However, few studies are tackling the issue of translating the *sharia law system* into English in particular the problem of the conceptual difference between the sharia law system and the English law system. The previous studies have almost focused on translating Arabic contracts into English.

5. Translating Sharia Legal Terms Embedded in Arabic Contracts: Communicative versus Equivalence Theories

Understanding the nature of legal terminology is considered to be an important avenue for learning about the convenient translation strategies necessary for translating legal terms and expressions. Legal terminologies derive their senses from ordinary language. They are also considered to be monosemous in that they convey only the legal meaning. However, the majority of legal terms are polysemous ([46], p. 162). Legal terms are notorious for their narrow specificity as their concepts, procedures, and acts are exclusively limited to a single law system. Therefore, they are conceptually incongruent with other legal systems [7, 47]. Alwazna [13] writes: "At times a single legal term within a particular language may point to different concepts in different legal systems." (p. 215)

The language of the contract is a written formal language that is distinguished by some formulaic expressions. Translating legal contracts regardless of the degree of the closeness of the TL and SL requires a great scale of formality in style based on formulaic expressions and terms [48]. Newmark [19] argues that translating legal contracts needs a communicative approach simply because "there is no one-to-one correspondence between a particular law and another law" ([49], p. 30). Sarcevic explains that the corresponding equivalence can be offered only when legal terms across pairs of languages have shared a common conceptual framework. Therefore, the translational equivalence is not applicable in legal translation. Vermeer Hans [50] has a different view, as he argued that opting for a translation strategy should be determined by the legal context; it should be determined by the laws governing the contract. "This fact is essential because it determines whether the contract will be interpreted according to the source or the target legal system" (p. 99). In official translations of contracts, the translator should not betray the source at the expense of the target text as his fidelity must be directed to the source text. Sarcevic [7] writes:

Legal translators have traditionally been bound by the principle of fidelity. Convinced that the main goal of legal translation is to reproduce the content of the ST as accurately as possible, both lawyers and linguists agreed that legal texts had to be translated literally. For the sake of preserving the letter of the law, the main guideline for legal translation was fidelity to the ST. Even after legal translators won the right to

produce texts in the spirit of the target language, the general guideline remained fidelity to the ST (p. 16).

Translating contracts has serious legal consequences as it is mainly responsible for protecting and protecting the rights of the parties involved in the agreement. Therefore, their content must be rendered as accurately as possible without any addition or omission. In addition, excessive interpretation, paraphrasing, or oversimplification may distort the meaning or slightly change it, which in turn leads to legal serious legal effects. "Legal translation falls under the specialist category of technical translation. It is a type of translational activity involving special language use, that is, language for a special purpose (LSP) in the context of law or language for the legal purpose (as such, translators must be bound by the principle of fidelity to the source language text)" ([8], p. 8). In such a case, a literal translation is an ideal choice because it keeps the target text as close as the source text. The nature of contracts, which share common components, may help translators to use the literal translation strategy. The legal contracts share common components like "the title of the contract, the contract parties, the legal capacity of the contracting parties, mutual obligations, payment, and method of payment, duration of the contract, general provisions, law and the court of jurisdiction over contractual disputes, date of signing the contract, and the number of contract's articles and signature [48, 51]. The conceptual differences existing between two different legal systems might demand a kind of adaptation that makes SL comprehensive for the target readership providing that such a case of adaption does not change the meaning of the source text.

6. Methodology

The study adopts a functional approach that situates the text in a communicative setting taking into consideration its cultural system. Text is perceived as "a communicative occurrence [52] or, a unit of language in use [53]." The communicative situation of the text under translation is necessary for understanding the concealed layers of textual meaning that involve the authorial intentions, the receiver and his presuppositions and assumptions, and a priori knowledge [54]. Therefore, when assessing the translations of some sharia legal terms into English, a translator should consider the following:

- (1) Text: the translated text should reproduce the source text
- (2) Textual standards, norms, and conventions should be considered when assessing translation quality
- (3) The source text, the textual functional, and ideational purposes should be taken into consideration by the translators
- (4) The translated text should stand as a text in itself by achieving its function in the target culture bearing the same effect on the target readership

- (5) Functional matching between the source text and target text (criteria for functional translation approach)
- (6) The major aim of the legal texts is not to inform but to have a legal function to perform
- (7) Parallel texts and comparable texts refer to texts that share some common features

Parallel texts or comparable texts are so essential in translating legal documents from Arabic to English. Parallel corpora are defined by Kenny [55] as “a body of texts in one language along with their translations into another” (p. 62), and comparable corpora, which Zanettin [56] defines as “consisting of two sets of texts, one originally written in language A and one of the similar texts translated into language A from a variety of different languages” (p. 1). Although comparable texts are not related to each other through translation, they are comparable by having been created in similar circumstances, to fulfill similar roles (2001, p. 59). The methodology adopted in the study of the legal corpora; “comparable texts to designate the original target language material that offers insights into the genre and typology of the text to be translated”; and “parallel texts” to denote the translation-related material that can be used for the preceding purpose. The comparable texts can be used in finding the most appropriate terminological and phraseological equivalents. The authentic comparable texts enable translators to identify equivalent terms that can be applied to the Arabic source text. They help produce a target text that conveys essentially the same conceptual content and produces essentially the same legal effect as the source text. If the parallel text does not work for whatsoever reason, the study is going to adopt the superordinate, which is defined as generalizing and particularizing translation respectively. Paraphrasing is also another translation strategy, which is a kind of free rendering of the meaning of a sentence. However, it is considered to be the translator’s last resort as per Newmark’s [57] view.

I use “corpora” which refers more specifically to corpora; “comparable texts to describe the original target language that is normally a representative sample.” However, parallel texts refer to translation-related material. The comparable texts as a methodology have many benefits in this context:

- (1) Helping in getting the most appropriate terminological and phraseological equivalents
- (2) Providing translators with terms and phrases needed
- (3) Identifying equivalent terms that can be applied to the Arabic source text
- (4) Literal translation leads to inadequate translations
- (5) Helping translators follow the textual norms and conventions of the target language

7. Data

Collected data include dictionaries, encyclopedias, and specialized documents. Document and its genre and typology are to be identified. Micro- and macrostructures and

frequency of their terminology are stated by placing the text in its sociocultural context and thus making reasonable predictions about its macro- and microstructures. The translation should both fulfill the same communicative function and produce the same legal effect.

8. Procedures

Intratextual parameters have been identified. Paratextual features interacting with the intratextual ones in a legal document are determined. The structure and language of the text are motivated by its dominant communicative function. The microstructure elements were also considered.

9. Discussion and Analysis

It is only when a translation abides by the textual norms and conventions of the target language—not simply at the terminological and phraseological levels, as demonstrated above, but also at the structural, textual, and interpersonal levels, that a similar effect is produced and the same legal function is performed.

The present study assesses the translations of some legal financial terms through comparable texts including fatwas on the operations of Islamic banks, and other texts translated by specialized translators.

The study uses the following comparable texts, the three different translations of *Al-Hidāyah*, an important source in interpreting the Islamic sharia law. The three texts examined are Hamilton [58], Baintner [59], and Nyazee [60].

The comparable texts also include the translations of financial material produced by the Saudi concerned authorities.

The following sharia legal translation terms by Hamilton are going to be assessed in the translations of some legal contracts from Arabic to English. These expressions are shown in the Table 1.

Based on Table 1, assessing the translation of “*Idha a wāğb*,” the present study can reach many important results. First of all, the translator misunderstands the source text and renders it as “make the declaration.” In addition, the translator has fallen into the trap of unnecessary omission as the lexical item, *al-bay’a* is omitted. The omission of this important lexical item would necessarily distort the meaning and change it as well. In addition, *Idha a wāğb albay’a* does not mean to make a declaration of sale or even require a declaration as the Arabic text has no direct or indirect reference to the concept of declaration. That is to say, the translator fails to address the conceptual semantic level of the meaning by adding a different concept that does not exist in the Source text. Therefore, resorting to parallel corpora can provide a useful strategy for finding the most accurate and precise equivalence to such a term, which is referred to in the Table 1 as “to fulfill duties, stipulates that, and so on. In addition, the translator may mistranslate “*ḥayar alqabūl*” as the option of acceptance, which is a purely literal translation that does not communicate the accurate meaning of the source text. It does not also provide a comprehensible

TABLE 1: Some examples of Hamilton's translation of some legal terms and expressions.

Legal term (source text)	Hamilton's translation as a	Parallel texts of <i>Idha a'wāğb</i>
<i>Idha a'wāğb 'ahad almalmūt'aqdīn</i>	If either of the two parties makes a declaration	"fulfill duties" "This obligation devolves" "the act stipulates that" "the court was obliged to"
<i>ḥayar alqabūl</i>	Option of acceptance	"opting-in" "option of allowing" Opt-in approach An opting-in procedure The option of saying yes Opt-in
<i>yaqbal fī b'ad almbay'a</i>	Construe his acceptance	

TABLE 2: Some semantic lexical issues faced by legal translators.

Islamic sharia legal term	Translation	Parallel texts
<i>wa lḍa ḥasal lllğab</i>	When the <i>declaration and</i> acceptance are expressed	Offer and acceptance The proposal and acceptance The active and passive form A request and consent
<i>khayar al-mağlis</i>	The option of meeting	Council's choice board option
<i>al-mūtbyan bi-lkhyar ma lam yatfraqa</i>	"The buyer and seller have each an option until they separate."	Both parties in a business transaction have a right to annul it so long as they have not separated

translation of the source text. It is neither a corresponding equivalence nor conceptual equivalence, but it is a mere literal translation of the source text. The translation is also inadequate and it is not representative of the source text. Among the legal sharia items that have caused translation issues in the current study is the following passage:

Hamilton's translation. When the declaration¹ and acceptance² are expressed, without any stipulations³, the sale becomes binding⁴, and neither party has the power of retracting⁵ unless in a case of a defect in the goods, or they're not having been inspected. According to Shafei, each of the parties possesses the option of the meeting⁷ * (that is, they are each at liberty to retract until the meeting breaks up and separation takes place), because of a saying recorded by the Prophet "The buyer and seller have each an option until they separate." Our doctors argue that the dissolution⁹ of the contract, after being confirmed by declaration and acceptance, is an injury¹⁰ to the right of one of the parties; and that the tradition quoted by Shafei alludes to the option of accepting, as already explained (Hamilton 1791/1957: 241–242).

Based on Table 2, the translator has faced several translation problems while translating the sharia legal terms. This problem ranges from semantic lexical issues, polysemous, cultural, religious, interpretative, terminological, and phraseological, to paratextual and contextual elements. To

illustrate, the translator has mistranslated "*wa lḍa ḥasal lllğab*" into *declaration and acceptance*. This translation is faulty at the phraseological level as in the most parallel text, the expression has been translated as "offer and acceptance." The paratextual elements have been totally avoided by the translator when rendering *khayar al-mağlis* as the option of meeting, which is ambiguous and vague for the target readership. In addition, the option of the meeting is also a literal translation, which is inadequate and ambiguous. The vagueness of this lexical translation choice may result from the translator's lack of cultural awareness of the source text. It seems that there is a clear hermeneutical problem regarding such a type of translation as the translator did not read the interpretation of the hadith that bears within its confines paratextual elements shaping and reshaping the meaning of the original text. What is remarkably striking is that the textual meanings of sharia law terms do not reflect the intended meaning of the text, as there is a wide gap between the superficial meanings of such types of texts and their truth. The denotative meaning of sharia does not communicate *the intended meaning*. Sharia law terms belong to the traditional and traveling texts whose meaning cannot be deduced from just examining the text [61]. Therefore, a translator should be knowledgeable about the surrounding circumstantial realities that have shaped and constituted the real meaning of the text. Hermeneutically speaking, *khayar al-mağlis*.

10. Conclusion

The language of the contract is a written formal language that is distinguished by some formulaic expressions. Translating legal contracts regardless of the degree of the closeness of the TL and SL requires a great scale of formality in style based on formulaic expressions and terms traditional should be retranslated from time to time. A precise equivalence relationship is impossible to achieve in translation due to pragmatic, grammatical, stylistic, and lexical differences between different languages. Identifying the precise equivalence necessitates context awareness in realizing the intended meaning of a word. Such texts are changeable and transformable and they derive their meaning from contingent realities. Adhering solely to a classical meaning downplays the impact of contextual and paracontextual elements on the development and transformation of meaning, leaving the message of a traditional text unintelligible to the modern reader. A traditional text always engages with the contemporary values and modern ethics that surround it and addresses a modern reader whose value system, culture, and socioeconomic milieu are different from those of the historic reader. The language of sharia law is a purely religious language whose lexical items, metaphors, and concepts are mainly derived from the Quranic source and Sunnah, and the classical Arabic culture, which is totally different from the English common law whose ingredients and components are mainly English. Therefore, at the conceptual level, it is so difficult to bring about the same conceptual equivalence in the common law; many concepts are totally unavailable in the English culture which represents a serious problem of translation especially when it comes to the desire of Saudi Arabia to be more open to the international investments. Translators of classical Arabic texts should be well-versed both in traditional Arabic culture and the socioeconomic and cultural realities of the present time. The dictionary meaning of many traditional Arabic words should be re-evaluated and reconsidered in the light of the present connotations conveyed by terms and expressions and not in the light of their historical denotation, as the meaning of classical words changes over time and space. A traditional work should be understood in light of its entire tradition—this helps to reveal the obscure and ambiguous parts of a traditional text.

Data Availability

The data that support the findings of this study are available from the corresponding author upon reasonable request.

Additional Points

Limitations and Suggestions for Further Studies. The present study is limited to focusing on the terminological and phraseological problems arising when translating the religious terms and expressions embedded in the Saudi contracts. It does not consider other aspects like syntactic, stylistic, and pragmatic issues relating to the translation of the Saudi

contracts. The problems of cohesion and coherence and omission are not covered in this study. Therefore, the suggestions for further studies might include some aspects like the issues arising when translating legal texts are both textual and contextual levels.

Conflicts of Interest

The author declares that there is no conflicts of interest.

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