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| RESEARCH ARTICLE

## Teaching the Use of the Modal Verb *Shall* in Translating English Legal Texts from English into Arabic

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| ABSTRACT

This paper is an attempt to cast light on the use of the modal verb *shall* in legal text of different types. It is understood that modal verbs including the use of *shall* is the backbone of English language grammar. Nowadays, people use English language on daily basis for communication, and modal verbs are means of such communication. Learners at university level think that the modal *shall* is connected to the future tense. Others think that the modal *shall* is for formality and official uses among governmental departments. As to those interested in legalese, they consider the modal *shall* is a matter of obligation within the scope of legality. A group of (40) university graduates, interested in legalese, was under this study for a period of (4) weeks as of January 05<sup>th</sup> until February 04<sup>th</sup>, 2025 via Google Classroom platform. The result disclosed that learners witnessed and touched a redundancy in the use of the modal *shall* in legal texts, and made a difference between the use of *shall* in plain daily language use and in legal texts. Learners of this study understood that they could abandon the use of the modal verb *shall* which is an indication for formality as they are part of this digital small village. However, they absorbed the point that the modal *shall* cannot be neglected, even when there are some sounds here and there calling for getting back to plain English use.

| KEYWORDS

Teaching, Modal Verb *Shall*, Translation, Google Classroom, Learners

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### 1. Introduction

Translating legal texts from English into Arabic or vice versa is in dire need to a special set of linguistic, cultural and technical requirements. If not equipped with such a bunch of demands, your translation products would be no irrelevant. As a learner, s/he might get a well understanding of the use of English language modal verbs, how to use such modals, when to use and what to use, whether in daily written or oral communication. But the case is different with legality, where there is a legal text and you, as a translator, have to deal with, namely when there is the modal verb *shall* typified in. Longman Dictionary of American English (2008) brought to light a special reference to the meaning of a modal verb as being "a verb that is used with other verbs to change their meaning by expressing ideas such as possibility, permission or orientation" p. 643. As Curto in 2018 made it clear that *modal verbs* are crucial in daily language use, without which some life discourse would be insufficient. Modal verbs are not commonly used in an every aspect of daily life communication, but to be recruited for a special set of purposes one of which is an obligation in legal discourse. Vince (1994) unveiled reality of the use of the modal *shall* in different situations. Modal verbs are abundantly employed in legal texts, and are excessively manipulated in formulating contracts, agreements, courts manuscripts and even referendums. Accordingly, much attention has to be given to the translation of legal accounts where modal verbs including *shall* is heavily exploited.

Vince (1994) also revealed that *shall* is used on daily basis for formal speech context, but away from daily spoken communication. As far as Collins COBUILD English Dictionary (1995) is concerned, the meaning of the modal *shall* is that "something must happen", and the use of *shall not* indicating that "something must not happen" (p. 1525). It is fundamental to

reflect on the fact that the use of the modal *shall* in legalese is connected to mandatory actions to be accomplished by "he or she), otherwise he or she will be under punishable action (Hornby, 2004).

## **2. Literature Review**

It is significant to shed light on the fact that legalism has been denounced by as many as you imagine. They think that legal texts shall be straightforward and simply digested (Alcaraz, Campos & Miguélez, 2013). As Varo and Hughes (2002) elucidated, legal texts tend to be stuffed with linguistic features including the abundant use of modal verbs such as *shall*, *will*, *may*, *can*, etc. Translating legal texts from English into Arabic does not only imply being familiarized with linguistic characteristics of the target language translated into your own language. Notwithstanding, it is your job to get acquainted with the legal system of English language, hence your translation would be with no linguistic and lawful defects (Bhatia, 1993). Coslovich in a study conducted in 2024 demonstrated that modal verbs including *shall* plays a fundamental role in technical legal texts such as permission, obligation, probability, etc., without which legal context would be to some extent unclear, ambiguous and informal. She added that legal discourse totally is convinced by modal verbs, and they are means of legal communication.

In a study executed by Ghafil in 2022, he disclosed that modal verbs are components of legal communication, which have a mission to denote sides of obligation, probability, prohibition etc., in a manner to reflect on an action, as the case with the use of the modal verb *shall*. In line with the findings taken from a study conducted by Sobota (2014), it was revealed that the modal verb *shall* is not recruited to reflect on future activities, instead it was used to envision obligatory actions. It is of note to make public that all forms of agreements, contracts, memoranda of understanding and court documentation are about rights and obligations, hence such manuscripts draftsmen are required to accomplish this objective and make use of modality in communicating such duties and rights (Goodrich, 1987). Triebel (2009) came out with a rationale opinion which divulged that the modal verb *shall* is not for futurity, instead it is for revealing duties and obligations.

## **3. Methodology**

In order to accomplish the scope of this study, a group of (40) previously graduated learners, (23) male learners and (17) female learners, were selected to be subjects of this study. They were taught during a period of (4) weeks, (4) days a week, (90) minutes a day, pros and cons of the modal *shall*. They were given chances to translate short texts where the modal *shall* is embodied. The teaching process was conducted through Google Classroom platform. Students actively participated in such a training course, and expressed much more interest in understanding how the modal *shall* is used in legal texts and its denotative meanings. They were handed over (10) short legal texts, and thoroughly instructed on the legal use of *shall* in such texts, as referred to in Appendix 1 made available at the end of this study. It was indispensable to let subjects of this study understand the fact that *shall* as a modal verb of plain daily English Language use and restricted legal use. Throughout the study period, they were given instructions on daily basis that the modal verb *shall* when translated into Arabic has had an obligation sense, but with the present simple tense. This means they have to drop out the (يجب) and stick to (يتعين على – على) or the present simple form of the verb used in the (10) short text examples, as made available in Appendix 2 – Suggested Translation.

## **4. Data Analysis & Discussion**

It is a must to bring to light here that translation legal texts is not a matter of translating from one language into another linguistically, culturally or even taking into account the differences between the legal systems in concern. Moreover, as translators interested in translation legal texts, s/he shall be familiarized with the usage of modal verbs in both languages under translation, otherwise products would be distorted. If not being accustomed to such modal verbs use including the modal *shall*, with no doubt translation would be misleading. It is significant to mention, as a result of the above discussion, that the use of the modal verb (*shall*) and its Arabic equivalent, in the form of present simple tense, are identically an obligation technical use in disclosing the obligation use of such, as stated in the following example:

The Agreement Contract shall be entered into and signed by and between parties on May 15<sup>th</sup>, 2026.

يتم تنفيذ عقد الاتفاقية بين الاطراف وتوقيع بتاريخ ال 15 من شهر ايار لعام 2026.

Yes, it is understandable that there are tendencies towards replacing the use of the modal *shall* with *must*, as echoed by the UK Drafting Techniques Group (2008) as a part of plain Legal English language strives, but still there is a unique hug to the use of the modal *shall* as it refers to the mightier obligation than *must*. But, still the use of *must*, as indicated by Li (2007) is casual, unconventional.

As to the ten examples given to students as an assignment, Appendix 1, students were successful in translation these short texts into Arabic taking into account the meaning of the modal verb *shall* as being simple present tense use referring to an obligation in each sentence separately, as referred to in Appendix 2, despite the fact that there are differences between English and Arabic legal systems and cultural gaps (Sarcevic, 1997). Students are of good mastery now more than ever before of the specialty of

modal verbs in legality. This means that knowing how to use modality in legal contexts is a key step towards being fully familiarized with translating such manuscripts, contracts, agreements, etc. from English into Arabic.

In a study operated by Sabra in 1995, it had been made clear that any form of a verb came after the modal verb *shall* is to be translated into the present simple tense in Arabic.

## 5. Conclusion

It is our responsibility as teachers to assist students being acquainted with the fact that *shall* as a modal verb is one of the norms of legalism, and must understand its usage within a certain contract or law document. It is undeniable that there are cries here and there against legalism and its scared use, it is still dominant the fact of uniqueness of legal discourse characteristics one of which is the use of modal verb *shall*. It is a hard mission to teach students how to use of the modal *shall* in legal contexts and translate it in different situations. It is understandable that students to some degree know how to use *shall* as a modal verb in daily language communication, whether orally or written. It is our job as teachers to focus on how to let our students become aware of the nature of the legal discourse where the modal *shall* plays a prominent role. As puzzled out above, *shall* meaning in legal discourse is obligation. Moreover, students have to put into consideration that *shall* in legal discourse is not *shall* in daily communication. Hence, there must be much more training on this fact, along with a bunch of activities and assigned homework. It is significant to mention that there are endeavors to replace the use of the modal *shall* with the plain language usage of *is/are* or call it the use of present simple tense, as the case in Arabic language translation of the modal verb *shall*. However, all such endeavors have failed so far to replace legalism with plain English language or its other language equivalent in translation. In a nutshell, in legal English, *shall* carries out a number of senses. It is for constructing rights, duties or prohibitions (Krapivkina, 2017). It is comprehensible to get the point that modal verbs' function in legalism is as a means of a formal and constitutional communication where a focus is dragged towards duties, responsibilities and obligations. To close up this part, it is eminent to shed light on the fact that translating a legal text from English into Arabic implies not only translating linguistic and cultural codes, but also it signifies differences between the two languages' legal systems coped with translating modal verbs, as to this study, the modal verb *shall*.

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## Appendix 1

Ten Shall - Embodied Short Texts:

1. Contractor's Performance Bank Guarantee shall be made in favor of the Client (in a format and wording agreed by Client), in the amount equal in value to 10% of ELECTRICAL CONTRACT PRICE.
2. The Contactor shall, during the Contract period and during the Warranty Period thereafter, at its own cost, risk, time and expense, ....., take all and any such corrective action or measures.
3. Contractor shall strictly bear the risk of loss, breakdown, shortage or damage to any goods, products, materials, equipment, tools or machinery under its control and possession during the performance of the scope of works.
4. Spouses shall take into account all instructions issued by the court.
5. Both, the Lessor and Lessee shall read thoroughly all articles of the Sale Contract before signing it.
6. The Parties shall keep the contents of this Contract, including any commercial, financial, technical or operational data, drawings, documents or information related to either Party.
7. Any correspondence or request required or permitted to be given or made under this Contract shall be in writing in the English language.
8. The Purchaser of such items shall abide by all regulations stipulated in this Agreement.
9. Users of such legal platform shall respect instructions made available thereunder.
10. Force Majeure shall mean a sudden completely unexpected event or circumstance beyond the reasonable control of the Contractor.

## Appendix B

Suggested Translation

1. يقدم ضمان أداء مصرفي من المقاول لصالح الزبون (بالشكل والصيغة التي يتفق عليها الزبون)، بقيمة تعادل 10% من سعر عقد الكهرباء.
2. يتعين على المقاول، خلال فترة العقد وخلال فترة الضمان التي تليها، وعلى نفقته الخاصة ومسئوليته ووقته، ....., اتخاذ جميع الإجراءات أو التدابير التصحيحية.
3. يتحمل المقاول مسؤولية كاملة عن أي خسارة أو عطل أو نقص أو تلف لأي سلع أو منتجات أو مواد أو معدات أو أدوات أو آلات تحت سيطرته وحيازته أثناء تنفيذ نطاق العمل.
4. على الزوجين مراعاة جميع التعليمات الصادرة عن المحكمة.
5. على كل من المؤجر والمستأجر قراءة جميع بنود عقد البيع بدقة قبل التوقيع عليه.
6. يحتفظ الطرفان بمحتويات هذا العقد، بما في ذلك أي بيانات تجارية أو مالية أو فنية أو تشغيلية أو رسومات أو مستندات أو معلومات تتعلق بأي من الطرفين.
7. أي مراسلات أو طلبات مطلوبة أو مسموح بتقديمها بموجب هذا العقد يجب أن تكون مكتوبة باللغة الإنجليزية.
8. يلتزم مشتري هذه المنتجات بجميع اللوائح المنصوص عليها في هذه الاتفاقية.
9. يلتزم مستخدمو هذه المنصة القانونية بالتعليمات الصادرة بموجبها.
10. القوة القاهرة تعني أي حدث أو ظرف مفاجئ وغير متوقع تماما وخارج عن سيطرة المقاول المعقولة.