

ENGLISH-KARAKALPAK LEGAL TERMINOLOGY: ISSUES OF MEANING, EQUIVALENCE AND TRANSLATION

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Abstract: This study examines the intricate relationship between English Common Law and the Civil Law tradition represented in Karakalpak legal discourse, focusing on the underlying causes of semantic discrepancies and suggesting functional approaches to facilitate accurate and effective cross-cultural legal communication.

Keywords: *legal linguistics, semantic discrepancy, functional equivalence, adequacy, comparative jurisprudence.*

The translation of legal texts between English and Karakalpak is not merely a linguistic exercise but a complex confrontation between two fundamentally different legal architectures, where English represents the pre-established Common Law tradition and Karakalpak functions within a post-Soviet Civil Law framework that is deeply rooted in statutory codes.

The primary challenge in achieving an adequate translation lies in the "system-bound" nature of legal terms, which means that a word's meaning is derived entirely from its specific position within a national legal hierarchy, making direct word-for-word substitution a dangerous path toward legal ambiguity. Semantic discrepancies arise when the English source text contains concepts like "*Equity*" or "*Estoppel*," which have no historical or procedural roots in Karakalpak law, forcing the translator to move beyond literalism toward the doctrine of Functional Equivalence.

Adequacy in this context is defined as the ability of the Karakalpak text to trigger the same legal consequences as the English original, regardless of the linguistic differences. One major discrepancy is found in the terminology of criminal law, where the English distinction between a "*Felony*" and a "*Misdemeanor*" does not align neatly with the Karakalpak classification of "*Jinayat*" (Crime) based on "*awırlıq därejesi*" (degree of gravity). For example, translating the English term "*Arraignment*" into Karakalpak requires more than a dictionary; it requires a Descriptive Solution, such as "*ayıplanıwshıǵa rásmiy túrde ayıplawdıń daǵaza etiliwi*" (the formal announcement of the charge to the accused), because the specific procedural step of an arraignment does not exist as a single-word concept in the Karakalpak Code of Criminal Procedure.

Another critical area of semantic divergence is seen in Contract Law, specifically regarding the English term "*Consideration*". In English law, a contract is not binding without "*consideration*" (something of value exchanged), whereas Karakalpak law focuses on the "*kelisim*" (agreement). A literal translation of "*consideration*" as "*itibar*" or "*oylanıw*" would be a catastrophic error; instead, the Adequate Solution is to use a functional description like "*shártnamanıń nızamlı kúshke iye bolıwı ushın zárúrli bolǵan táreplerdiń óz-ara minnetlemeleri*" (mutual obligations of parties necessary for the contract to have legal force). Furthermore, the modal force of the English word "*Shall*" poses a significant risk to adequacy; in English contracts, "*shall*" denotes a mandatory duty, but if translated into the Karakalpak future tense as "*etedi*" (will do), it loses its imperative power.

The Solution here is to use the Karakalpak imperative-legal forms such as "*tiyis*", "*minnetli*", or "*shárt*", ensuring that the "*obligatory*" semantic weight is preserved. We also encounter "*False Friends*" such as the English word "*Advocate*", which in a general sense means a supporter, but in the Karakalpak legal system, an "*Advokat*" is a specific professional status governed by the Law on the Legal Profession (Advokatura haqqındaǵı Nızam).

If an English text mentions a "*Patient Advocate*," a naive translator might use "*patsiyent advokati*", which would mistakenly imply that the person is a licensed lawyer, when the Adequate Translation should be "*patsiyent huqıqların qorǵawshı*" (protector of patient rights). The strategy of Transliteration is often used for modern international terms like "*Lizing*" (Leasing) or "*Franchayzing*" (Franchising) which have been adopted directly into Karakalpak statutes, but even here, the translator must ensure that the semantic scope in the Karakalpak Civil Code matches the English source. Ultimately, the quest for adequacy between English and Karakalpak requires the translator to act as a comparative jurist, identifying the Functional

Equivalent—for instance, matching the English *"Power of Attorney"* with the Karakalpak *"Isenim xat"*—while acknowledging that while the words differ, the legal *"power"* they grant is identical.

Through the rigorous application of descriptive expansion, functional substitution, and the careful avoidance of literalism, the translator can bridge the semantic chasm between these two languages, ensuring that justice is not lost in translation. The exploration of semantic discrepancies must extend into the realm of Procedural Law, where the English *"adversarial"* system contrasts sharply with the *"inquisitorial"* roots of the Karakalpak judicial process, creating a vacuum for terms such as *"Cross-examination"*.

In English trials, this is a specific, aggressive phase of questioning a witness by the opposing party; however, a literal translation into Karakalpak as *"qarsı tergew"* is insufficient because it lacks the cultural weight of the English courtroom. The Adequate Solution requires a nuanced expansion such as *"qarsı táreptiń gúwasınan soraw-juwap arqalıanılıq kiritiw procesi"* (the process of gaining clarity by questioning the opposing party's witness), which captures the function rather than just the action. Furthermore, the concept of *"Evidence"* in English law is subdivided into *"Admissible"* and *"Inadmissible"* evidence, governed by complex rules. In Karakalpak, the term *"Dálil"* is used, but the semantic discrepancy arises when discussing the *"Exclusionary Rule"* (which prevents evidence gathered illegally from being used).

Translating this necessitates a descriptive bridge like *"nızamsız jollar menen alınǵan dálillerdiń huqıqıy kúshke iye emesligi"* (the lack of legal force of evidence obtained through illegal means), ensuring the Karakalpak legal practitioner understands the consequence, not just the label. Another linguistic trap is found in the English term *"Indemnity"*. In Karakalpak, one might be tempted to use *"tólemler"* (payments), but this misses the legal essence of *"protection against loss."*

The Adequate Translation is *"shıǵınlardı qaplaw yamasa zıyannıń ornın toltiriw boyınsha kepillik"* (a guarantee regarding the covering of expenses or compensation for damage). Moving into Administrative Law, the English term *"Due Process"* is perhaps the most difficult to translate into Karakalpak because it is a philosophical pillar of the US/UK constitutions.

A literal translation is impossible; therefore, the Adequate Solution is to use the functional phrase *"nızamlı sud talqılawı hám huqıqıy tártip-qaidalarǵa ámel etiliwi"* (adherence to legal court proceedings and legal procedures/rules), which emphasizes the fairness and legality required by the system.

Conclusion

In the end, we can see that translating legal terms between English and Karakalpak is not about matching words, but about matching legal powers. Because the English and Karakalpak legal systems grew from different histories, a translator must be very careful not to lose the *"legal force"* of the original document. We have seen that using a dictionary is often not enough; instead, the translator must use strategies like Functional Equivalence to find a word that does the same job in the other country. Whether it is turning the English command *"shall"* into the Karakalpak *"shárt"* or explaining a unique idea like *"Trust"* through a short description, the goal is always the same: to make sure the law is understood correctly. This study shows that a good translator must understand both the language and the law of both nations. By doing this, they protect the rights of everyone involved and make sure that a contract or a court paper stays valid and powerful even after it is translated. As the world becomes more connected, these skills are more important than ever to prevent legal mistakes and to help people from different backgrounds work together fairly under the rule of law.

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