

CHALLENGES OF MODAL VERB TRANSLATION IN THE VIETNAMESE LAW ON ENTERPRISES INTO ENGLISH

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ARTICLE INFO	ABSTRACT
Received: 02/01/2026	This paper investigates the challenges of translating Vietnamese modal verbs in the Vietnamese Law on Enterprises into English. Drawing on a parallel corpus comprising the 2020 Vietnamese Law on Enterprises and its English translation, the study adopts descriptive and contrastive methodologies to analyze modal usage across languages. Six core challenges emerge: (1) the use of <i>shall</i> , (2) the use of <i>must</i> , (3) translating double modal constructions, (4) omissions of modal expressions in English translations, (5) additions of modal expressions in English translations, (6) practical translator decisions when Vietnamese clauses lack explicit modals. The contrastive analysis leads to a key recommendation: translate <i>phải</i> as <i>must</i> in English rather than <i>shall</i> . The study also highlights the frequent unsuitability of the <i>is required to</i> construction for translating <i>phải</i> . When Vietnamese texts omit modals, English modal markers require careful selection to preserve the source language's normative stance and legal precision. While the corpus provides substantial insights for legislative translation, findings may be most applicable to similar legal genres. The research contributes to theoretical understanding of modality transfer, informs translator education, and offers practical guidance for producing faithful, consistent, and enforceable cross-linguistic legal translations.
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1. INTRODUCTION

In the era of growing internationalization, demand for Vietnamese legal documents and their English translations has surged, elevating quality expectations. Biel (2017) frames legal translation as a complex process that integrates broad contextual and systemic considerations beyond mere text transfer. This study focuses on translating modal verbs in the Vietnamese text of the 2020 Law on Enterprises, highlighting a key risk: imprecise translations can lead to misinterpretations with significant legal and financial consequences for stakeholders. Vietnamese legal writing frequently employs modals, yet their English counterparts pose distinct challenges due to nuanced functions and illocutionary force. Despite their importance, research on Vietnamese modal use within legal contexts remains limited.

Modals convey obligation, permission, prohibition, and possibility, and that English renderings must preserve the full semantic weight to maintain interpretive accuracy for legal users. The core objective is to identify translation issues when rendering Vietnamese modals into English, examining how modal markers appear across structures such as non-modal forms, passive voice, *is to*, and semi-modals. Guided by two research questions, the study asks: (1) which translation methods achieve semantic equivalence for Vietnamese modals in the 2020 Law on Enterprises, and (2) what challenges arise in selecting English modal markers and what strategies mitigate them. The authors propose approaches to improve accuracy, consistency, and readability in Vietnamese–English legal translations.

2. PREVIOUS STUDIES

In the field of Vietnamese–English legal translation, research on modality remains uneven, with a gap in in-depth analyses of its specific challenges. Knežević and Brdar (2011) treat modal verbs as multifunctional and semantically unstable, noting that a single form can carry multiple meanings while a single meaning can be expressed in various forms. Bui (2004) adds that Vietnamese modals are inconsistent to translate, creating a fragile basis for cross-linguistic equivalence. Cheng and Wang (2017) further show that genre shapes modality: legislatures tend to use deontic modals (obligation, authority), while legal judgments lean toward epistemic modals (possibility, knowledge). This genre-aware variation underscores the need for tailored translation strategies to preserve intended force and function.

Against this backdrop, the study focuses on translating Vietnamese modals to English to illuminate the challenges and strategic choices in legal translation. It aims to identify guidelines that enhance translation quality, consistency, and legal interpretability, particularly for polysemous markers like *bị* and *được*. By examining rendering choices in English, the research seeks to inform principled decisions among competing equivalents and to chart new directions for Vietnamese–English legal translation research. The outcomes have practical implications for translators, editors, and policy stakeholders seeking higher-quality, legally accurate translations.

3. THEORETICAL FRAMEWORK

3.1. Modality

Palmer (2001) defines modality as a semantic category through which speaker express attitude and commitment, focusing on two main modalities: epistemic and deontic. In legal texts, modals carry essential meanings that shape interpretation of values. Vietnamese modality mirrors this, with Nguyen (2002), Nguyen & Tran (2019), and Nguyen (2016) identifying epistemic and deontic categories. Downing and Locke (2002) describe English modality as encompassing necessity, possibility, obligation, willingness, and permission, split into deontic and epistemic. Collectively, these works highlight cross-linguistic similarities and differences in how modality signals stance and normative force in English and Vietnamese.

3.1.1. Concept

Modality, as Palmer (2001) frames it, centers on the speaker's attitude toward a proposition rather than the content itself. He splits modality into propositional (epistemic,

evidential) and event (deontic, dynamic) domains, highlighting how these attitudes shape interpersonal meaning and the link between language and reality. Suhadi (2017) extends this view by defining modality as the speaker's reflection, attitude, or judgment expressed through various utterance types. She underscores that modality—through tense, aspect, mood, lexical choices, and intonation—imbues utterances with vitality and multiple interpretations of propositional value, spanning categories like alethic, dynamic, epistemic, and deontic.

Focusing on epistemic and deontic modalities, the study analyzes legal texts from Vietnam and the UK. Epistemic modality concerns certainty and interpretation of reality, while deontic modality governs necessity, obligation, or permission within normative frameworks such as law. These two modalities are seen as interrelated, forming two sides of the same coin. In English, modality operates across lexical verbs, lexico-modal auxiliaries, modal adjuncts, and operators (e.g., *must*, *may*, *shall*). Downing and Locke (2002) describe modality as encompassing necessity, probability, obligation, volition, and permission, with recent expansions to uncertainty, desire, and temporal notions, reinforcing modality's role in relating language to reality.

3.1.2. Modality in Vietnamese

Modality is widely treated as a linguistic tool for expressing the speaker's stance and attitude toward an utterance. Nguyen (2002) defines modality as the evaluator's stance on content, context, and reality, synthesizing views from Von Wright, Lyons, Givón, Sweetser, and Palmer to stress its subjective nature. Tran and Nguyen (2019) frame modality as a semantic relation among speaker, content, and reality, highlighting tension between modality and linguistic material and describing modality as the qualitative aspect of description that signals possibility, reality, and necessity from subjective or objective angles.

Nguyen (2016) concentrates on deontic modality, outlining obligatory, permissive, and potential facets with real and non-real distinctions, signaling finer pragmatic/grammatical gradations. Across these works, modality typically covers epistemic, deontic, and sometimes dynamic modalities, always conveying attitude, stance, or commitment. While perspectives vary, all emphasize modality's role in judgment, decision, and evaluation within discourse. A comparative summary is often organized in a synthesized framework (see Table 1).

Table 1. Summary of Key Approaches to Modality in Selected Vietnamese Studies

Author	Main Emphasis	Approach
Nguyen (2002)	Systematizes modality from a logical-semiotic perspective, distinguishing between epistemic, deontic, and dynamic.	General logic and pragmatics theory
Tran and Nguyen (2019)	Analyzes the role of modality in legal texts, emphasizing commitment and objectivity/subjectivity.	Application in legal language
Nguyen (2016)	Focuses on deontic modality, classifying it as real vs. non-real.	Pragmatics in educational literature

Vietnamese modality refers to words or expressions signaling the speaker's attitude, evaluation, commitment, or stance, indicating reliability, possibility, obligation, or permission. The framework centers on three main categories: epistemic, deontic, and dynamic modality, with epistemic addressing truthfulness and deontic covering normative expectations.

Dynamic modality, as Nguyen (2002) argues, is distinct and should stand alongside the other two modalities, encompassing ability, disposition, and volition. Vietnamese realizations include *muộn*, *biết*, *hay*, *có thể*, and *chịu*. Building on these studies and Bui (2004), the synthesis presents a summary table (Table 2) of modal verbs to guide cross-category analysis.

Table 2. Summary of Epistemic and Deontic Modal Verbs in Vietnamese

Type of Modality	Modal Meaning	Expressions
Epistemic Modality	Epistemic necessity (Tất yếu)	<i>phải</i>
	Epistemic possibility (Khả năng)	<i>có thể</i>
Deontic Modality	Deontic necessity (Tất yếu)	<i>phải, cần, nên</i>
	Deontic possibility (Khả năng)	<i>được, có thể</i>

3.1.3. Modality in English

Downing & Locke (2002) view modality as a semantic category covering necessity, probability, obligation, volition, and permission, with broader additions like uncertainty, desire, regret, and temporal notions. They identify two core types: deontic and epistemic. Bukarica (2019) treats modal verbs as inherently epistemic, while deontic use expresses obligation or permission; dynamic modality is a distinct form (Depraetere, 2015). Pei & Li (2018) extend this with a consolidated list of English modals (Table 3).

Table 3. Classification of English Modal Verbs by Modality Types

Propositional modality			Event modality				
Epistemic Modality			Deontic Modality			Dynamic modality	
Possibility	Necessity	Probability	Permission	Obligation	Commissive	Ability	Volition
may, might	must	will, would	can, could, may, might, shall	shall, must, need, ought to, should	shall	can, could	will, would

(Source: Pei & Li, 2018)

Shall is problematic in general and legal English due to multiple readings, especially in translation from Vietnamese. Legally, it signals obligation, but its meaning varies by context, risking enforceability if misread. Kirakosyanová (2021) notes *shall* dual epistemic/deontic uses and its everyday-versus-legal divergence, with futurity common in general English but duties in legal use; Felici (2012) also notes ambiguity. In Vietnam's 2020 Enterprise Law, *shall* translates contextually as *phải* (strict obligation), *có nghĩa vụ* (ongoing duty), or *sẽ* (automatic future outcome), underscoring the need to align intent, context, and legal force across languages.

3.2. Equivalence in translation

Translation faces inherent equivalence limits across languages. Jakobson (1959) argues there is no complete equivalence and outlines three translation types—interlingual, intralingual,

and intersemiotic—with cultural-context adaptation as essential. Building on this, Nida (1964) distinguishes formal and dynamic equivalence, aiming to balance fidelity with natural readability, a process that reconciles source and target languages.

Structural and cultural differences pose major obstacles (Catford, 2000), a view echoed by Sergejevna (2025) who stresses creativity, intercultural competence, and critical thinking in translation. In legal contexts, rendering legal force and interpreting modal verbs are particularly challenging, alongside syntax, domain specificity, cross-system variation, and maintaining accuracy and consistency throughout the text.

4. Methods and Corpus

The study uses a parallel corpus of the Vietnamese 2020 Law on Enterprises and its English translation to ensure accurate, consistent legal interpretation and to compare modal expressions across languages. Word counts show the Vietnamese text at 71,850 words across 110 pages and the English at 48,513 words over 136 pages, reflecting structural differences and suggesting textual restructuring is often needed to fit distinct legal conventions.

Descriptive and contrastive methods underpin the analysis. The descriptive approach empirically examines language use in real contexts, while the contrastive method compares languages to reveal similarities and differences, aiding translation decision-making. Additionally, corpus-based statistics quantify modality distribution, providing empirical evidence of translational challenges in legal texts.

5. Findings and discussion

5.1. Overview of modal verbs in the corpus

Modal verbs appear 688 times in the English translation of the Vietnamese Enterprise Law, based on data collection and screening. The modal verb *shall* emerges as the most frequently used, followed by *may*, *will*, *must*, and *can*, all of which are also commonly employed. In the Vietnamese source text, common modals such as *được*, *bị*, *phải*, *có thể*, *cần*, *sẽ*, and *không thể* appear 860 times in contexts deemed acceptable. Table 4 presents the strategies used in translating Vietnamese modal verbs into English. The results indicate that *shall* is frequently chosen in translation because it aligns closely with statements of obligation, normativity, and legal enforceability in legislative documents across both languages.

Table 4. Strategies Used in Translating Vietnamese Modal Verbs into English

Vietnamese modal verbs	English renderings (n, %)
ĐƯỢC	Shall 165 (46.2%); May 27 (7.6%); Will 10 (2.8%); Must 35 (9.8%); Can 1 (0.3%); Non-modal 82 (23.0%)
BỊ	Shall 13 (28.3%); May 1 (2.2%); Will 2 (4.3%); Can 1 (2.2%); Non-modal 29 (63.0%)
PHẢI	Shall 336 (86.8%); Will 1 (0.3%); Must 5 (1.3%); Semi-modal (Has to) 3 (0.8%); Non-modal 42 (10.9%)
CÓ THỂ	Shall 3 (3.7%); May 47 (57.3%); Will 1 (1.2%); Can 14 (17.1%); Non-modal 17 (20.7%)

CÀN	Semi-modal (Have to) 1 (100.0%)
SỄ	Shall 2 (40.0%); Will 3 (60.0%)
KHÔNG THỂ	Cannot 1 (33.3%); Non-modal 2 (66.7%)

(Source: The authors, 2026)

By observing and quantifying translation strategies for modal verbs in the corpus, the findings identify six major difficulties that are frequently encountered when translating modal verbs in legal texts. These difficulties can be discerned by integrating insights from prior research and include: (i) managing double modal constructions, (ii) translating *shall* and *must* in legal discourse, (iii) adding or omitting modal expressions in English translations, and (iv) assessing the necessity of English modal verbs in the translation of Vietnamese clauses lacking modal markers. Together, these findings illuminate typical problems in legal modality translation and provide a foundation for future research.

5.2. Translation Challenges of Double modals

Double modals are a documented phenomenon in both English and Vietnamese. In English, *might could* is among the most widely used double modals, particularly in the Southern United States and parts of the United Kingdom (Lebedeva & Orlova, 2019). However, studies indicate that such double modals occur primarily as dialectal features (Fennell & Butters, 2011) and are not recognized as part of Standard British or American English, nor are they typically included in educational curricula. Consequently, they do not appear in legal texts, which require absolute precision in language.

By contrast, double modals occur with notable frequency in Vietnamese legal texts, especially in the 2020 Law on Enterprises. Our survey shows that the modals *phải*, *có thể*, and *sẽ* frequently combine with *được* or *bị* to form compound modal structures, as illustrated in Table 5.

Table 5. Statistics on Double Modal Verbs in the 2020 Law on Enterprises

	Được	Bị
Phải	91	0
Có thể	13	4
Sẽ	2	0

(Source: The authors, 2026)

The Vietnamese double modals reveal that *được* can pair with all three modals, while *bị* only combines with *có thể*, adding translation complexity due to distinct legal implications. English lacks an exact compound structure, so translators must decide which modal to prioritize in rendering, a key challenge in legal translation.

The study notes a specific issue with *sẽ được*, where translators often render as shall. Semantically, *sẽ* leans epistemic (future possibility), while *được* conveys deontic notions (permission/obligation). Supporting this, Bui (2004) argues that the first modal governs the whole expression, as in *không chịu ngừng bán*, with *chịu* primary and *ngừng* semi-modal.

VN: Khoản 3 Điều 198 "Số lượng thành viên, cổ đông và số lượng, tỷ lệ sở hữu cổ phần, phần vốn góp của thành viên, cổ đông và vốn điều lệ của các công ty mới **sẽ được** ghi tương ứng với cách thức phân chia, chuyển đổi phần vốn góp, cổ phần của công ty bị chia sang các công ty mới theo nghị quyết, quyết định chia công ty."

EN: Clause 3 Article 198 "The quantity of members or shareholders, their holdings of shares/stakes and charter capital of the new company **shall** be written according to the full division resolution/decision."

Excerpt 1

The analysis of Excerpt 1 treats *sẽ* as the dominant future epistemic modality, signaling a conditional future event (the new company's formation). An English rendering might use *will* to foreground this temporal nuance, but translators often default to *shall* to align with legal drafting conventions. The choice between foregrounding *sẽ* or *được* can shift interpretation and modal force, highlighting a tension between nuance and typical legal language.

Because perfect equivalence in double modals is unattainable, translators face options that each carry different modal meanings, legislative intent, and consequences. Relying on *shall* risks rigid, formulaic translations; choosing alternatives demands linguistic, theoretical, and contextual legal reasoning to preserve meaning and legal effect.

5.3. Translation Challenges of "Shall" and "Must" in Legal Texts

Triebel (2009) argues that *shall* in legal texts can misread as futurity rather than obligation, suggesting *will* as an alternative. This ambiguity is illustrated by Article 53 of the 2020 Law on Enterprises, which uses a forward-looking clause on handling capital contributions in hypothetical future scenarios. The translation issue in Excerpt 2 concerns whether this forward-looking language should be rendered to preserve obligation or to reflect future contingency, thereby underscoring the broader challenge of selecting precise modal equivalents in legal translation.

VN: Khoản 5 Điều 53 "Trường hợp phần vốn góp của thành viên công ty là cá nhân chết mà không có người thừa kế, người thừa kế từ chối nhận thừa kế hoặc bị truất quyền thừa kế thì phần vốn góp đó *được* giải quyết theo quy định của pháp luật về dân sự."

EN: Clause 5 Article 53 "In case a member that is an individual dies without an heir or the heir refuses the inheritance or is disinherited, the stake *shall* be settled in accordance with civil laws."

Excerpt 2

This clause governs how a member's capital contribution is handled upon death, contingent on future conditions. The use of *shall* in English translation risks conflating obligation with futurity, making its legal force ambiguous. The debate extends beyond syntax to how the provision's legal nature is interpreted: *shall* can express mandatory obligation when conditions arise, while *will* describes a future event without emphasis on compulsion. That tension reflects broader questions about modal choice in legal drafting and translation, particularly for the 2020 Law on Enterprises.

Comparative analyses show ongoing discussion about *shall* versus *must*. The Australian Plain English Manual advises reserving *shall* for imperative sense and using *must* to express obligation, with *is to* as a gentler alternative. Yet Vietnamese modals are frequently rendered

with *shall* in practice, even where *must* might be more accurate. In the 2020 Law on Enterprises, *phải thông báo* (must notify) appears 40 times, often translated as *shall notify*, highlighting persistent drafting habits and the challenge of achieving faithful, contemporary equivalents.

Excerpt 3

VN: Khoản 1 Điều 32 "Doanh nghiệp sau khi được cấp Giấy chứng nhận đăng ký doanh nghiệp *phải* thông báo công khai trên Cổng thông tin quốc gia về đăng ký doanh nghiệp và phải nộp phí theo quy định của pháp luật. Nội dung công bố bao gồm các nội dung Giấy chứng nhận đăng ký doanh nghiệp và các thông tin sau đây:"

EN: Clause 1 Article 32 "After an enterprise is granted the Certificate of Enterprise Registration, it *shall* announce it on the National Enterprise Registration Portal and pay the fee as prescribed by law. The announcement shall include the content of the Certificate of Enterprise Registration and:"

The clause in Excerpt 3 imposes mandatory duties—disclosing information on the national portal and paying the registration fee. Using *must* would better convey a binding legal duty and its enforceability, clarifying the obligation for the actor.

Prevailing practice often favors *shall* due to traditional drafting, but contemporary English legal usage prefers *must* to avoid ambiguity. Translators should align modals with both the source meaning and current legal standards, considering legislative intent. For phrases like *phải thông báo*, *must* is more precise than *shall*.

5.4. Omission and Addition of Modal Expressions in English translation

5.4.1. Omission

The study of bilingual Vietnamese–English translations of the 2020 Enterprise Law shows that the Vietnamese modal *phải* is not consistently rendered by direct English modals (*shall*, *must*, *will*). Instead, translators often use alternatives such as *be responsible for*, *have liability for*, or declarative present-tense constructions. This variety creates a major challenge for legal translators: they must convey semantic equivalence while accurately capturing the modality, particularly deontic modality. Bui (2004) notes that *phải* typically signals legally enforceable obligation.

VN: Điểm a Khoản 1 Điều 205: “Doanh nghiệp được chuyển đổi *phải* có đủ các điều kiện theo quy định tại khoản 1 Điều 27 của Luật này”

EN: Point a Article 1 Article 205: “The sole proprietorship satisfies the conditions specified in Clause 1 Article 27 of this Law”

Excerpt 4

In Excerpt 4, the Vietnamese *phải* signals a binding obligation: the enterprise may be converted only if it fully meets statutory conditions. Yet the English rendering uses the present simple (*satisfies*), which Asprey (1992) notes typically marks factual statements or conditions defining legal status. This choice risks misinterpretation, suggesting the enterprise already satisfies the conditions rather than being required to do so. Consequently, the translation may weaken the original’s prescriptive intent and deontic force. The passage highlights the core translator challenge: render *phải* in a way that preserves its normative obligation and legal effect.

5.4.2. Addition

Beyond direct modal translation, translators sometimes introduce English modal verbs where the source text lacks a corresponding one, reflecting creative flexibility. Sarcevic (1997)

traces legal translators' longstanding commitment to fidelity—prioritizing accuracy and preservation of legal meaning. Yet consensus on the optimal translation method remains elusive. Emily (2005) reinforces fidelity as a central concern, but argues that strict adherence does not guarantee equivalent legal effects between texts.

VN: Khoản 4 Điều 10 “Nhà nước có chính sách khuyến khích, hỗ trợ và thúc đẩy phát triển doanh nghiệp xã hội.”

EN: Clause 4 Article 10 “The State shall adopt policies to encourage and assist in development of social enterprises.”

Excerpt 5

Excerpt 5 concerns the governance of social enterprises' criteria, rights, and obligations. The title implies legal authorization, supporting Nguyen's view of Vietnamese as high-context, with meaning often conveyed implicitly. Pei and Li (2018) similarly observe implicit obligation in Chinese sentence structure, suggesting that omission of modal verbs does not hinder comprehension. Clause 4 of Article 10, though lacking a modal, remains intelligible regarding intent. The phrase *hoạt động theo quy định* translates as *shall operate in accordance with*. Despite structural divergence, this rendering clarifies prescriptive intent, illustrating a context-sensitive approach that uses a modal to convey normative force where appropriate.

Excerpt 6

VN: Khoản 1 Điều 6 “Tổ chức chính trị, tổ chức chính trị - xã hội và tổ chức đại diện người lao động tại cơ sở trong doanh nghiệp hoạt động theo quy định của Hiến pháp, pháp luật và điều lệ của tổ chức.”

EN: Clause 1 Article 6 “The internal political organization, socio-political organization and employee representative organization of an enterprise shall operate in accordance with the Constitution, the law and the enterprise's charter.”

Excerpt 6 shows a more flexible translation approach between Vietnamese and English, with Article 6 largely lacking modal meaning and functioning as a definitional or conceptual statement. Cooper (2011) cautions that while *shall* can signal legal formality, it is sometimes misused and can introduce translation errors. Asprey (1992) suggests alternatives: use *must* to express obligation or the simple present tense for statements of fact, legal outcomes, or agreements. We contend that modal verbs are not always warranted in these translations.

Overall, *shall* translations reveal that modals are not always essential for accuracy or clarity in legal texts. Relying on *shall* to convey formality can confuse readers, whereas the simple present tense for facts and outcomes can enhance coherence and align with contemporary legal language.

5.5. Recommendations for Translating Vietnamese Modal Verbs into English

5.5.1. Translational Strategies for “phải” in Legal Vietnamese–English Texts

According to Bui (2004), the modal verb *phải* is classified as a deontic modal expressing enforcement, denoting mandatory obligations. Consequently, translating *phải* into English requires selecting an equivalent that preserves legal translation equivalence.

VN: Khoản 3 Điều 30 “Trong thời hạn 03 ngày làm việc kể từ ngày nhận hồ sơ, Cơ quan đăng ký kinh doanh có trách nhiệm xem xét tính hợp lệ của hồ sơ và cấp Giấy chứng nhận đăng ký doanh nghiệp mới; trường hợp hồ sơ chưa hợp lệ, Cơ quan đăng ký kinh doanh **phải** thông báo bằng văn bản nội dung cần sửa đổi, bổ sung cho doanh nghiệp.”

EN: Clause 3 Article 30 “Within 03 working days from the receipt of the application for revision, the business registration authority shall consider the validity of the application and decide whether to issue a new Certificate of Enterprise Registration. The business registration authority **shall** inform the applicant of necessary supplementation in writing if the application is invalid.”

Excerpt 7

Excerpt 7 shows *phải* conveying a mandatory obligation that the business registration authority must fulfill—issuing a written notice. This deontic force signals a non-discretionary duty, emphasizing enforcement typical of normative legal texts. Although translators have used *shall*, scholars caution that it can be overused and imply future tense; *must* is often clearer and less controversial for expressing strong obligation (Kimble, 1992; Asprey, 1992).

Thus, render *phải* as *must* rather than *shall* in this provision to reflect its coercive character and align with modern English legal drafting. A proposed translation: “*The business registration authority must inform the applicant of necessary supplementation in writing if the application is invalid.*” Note that phrases like *is only required to* may understate coercive force; reserve such formulations for administrative contexts. Overall, in cases of clearly mandatory obligations, especially when directed at state agencies or enterprises, *must* should be preferred to ensure clarity and compliance with contemporary English legal standards. (Thorton, 1987)

5.5.2. Notices on the Addition of English Modal Verbs in Translation

In addition to prior recommendations, we advise adjusting translation when modals are inappropriately added where the source lacks them. Our survey shows structural mismatches that can mislead readers and overemphasize modality in certain positions, as shown in Excerpt 8. There, *mỗi doanh nghiệp có một mã số duy nhất* was rendered as *Each enterprise shall have a sole EID number*. Article 29 is a regulatory provision with minimal modal elements; it is highly declarative, lacking permissions or obligations.

Excerpt 8

VN: Khoản 1 Điều 29 “Mã số doanh nghiệp là dãy số được tạo bởi Hệ thống thông tin quốc gia về đăng ký doanh nghiệp, được cấp cho doanh nghiệp khi thành lập và được ghi trên Giấy chứng nhận đăng ký doanh nghiệp. Mỗi doanh nghiệp có một mã số duy nhất và không được sử dụng lại để cấp cho doanh nghiệp khác.”

ENG: Clause 1 Article 29 “EID number is a serial number generated by the National Enterprise Registration Information System, issued to the enterprise when it is created and written on the Certificate of Enterprise Registration. Each enterprise shall have a sole EID number, which must not be issued to any other enterprise.”

Modality can be conveyed without modal verbs, via adverbs, lexical modals, or tense (Frawley 2008). Asprey (1992) also suggests replacing *shall* with *must* for obligation, *will* for future, or using simple present in other cases. In Excerpt 8, the provision affirms a normative truth rather than imposing a new obligation. Using *shall* could imply a future command, risking misinterpretation. Following Asprey (1992), the simple present tense is preferable here, e.g., *Each enterprise has a sole EID number, which must not be issued to any other enterprise.*

We advocate this revision to reduce modal burden, improve clarity, and enhance accessibility for readers less familiar with traditional English legal style.

6. Conclusion

This study offers a rigorous examination of translation strategies and conducts a lexical selection analysis to identify six central challenges in rendering Vietnamese modality into English: (1) the use of *shall*, (2) the use of *must*, (3) translating double modal constructions, (4) omissions of modal expressions in English translations, (5) additions of modal expressions in English translations, and (6) the practical decisions translators face when a clause lacks Vietnamese modal verbs. The contrastive approach yields a key recommendation: translate *phải* in Vietnamese as *must* in English rather than *shall*, due to persistent issues associated with *shall* in legal contexts. The is-required-to construction is frequently unsuitable for translating *phải* in many legal situations, where precision and conventional modality are crucial. When the Vietnamese source omits explicit modals, English modal markers must be chosen with care to avoid altering the source language's normative stance.

Nevertheless, this study has limitations. First, the data set—comprising the 2020 Law on Enterprises in Vietnamese and its English translation—though substantial, constrains the generalizability of Vietnamese-to-English modal translations beyond legislative texts. Consequently, the findings are most applicable to similar legal genres rather than to broader areas of law. Second, the modality analysis presented here does not exhaust all types of Vietnamese modality. Vietnamese, as an isolating language, expresses modality through a wide array of devices beyond modal verbs; thus, restricting the analysis to a subset of modals yields only a partial picture of Vietnamese modality and its translation.

Notwithstanding these limitations, the results provide a coherent synthesis of contemporary issues in legal modality translation and yield practical implications for future research, legal translator education, and professional practice. The study lays groundwork for more comprehensive investigations of modality across legal languages and informs ongoing efforts to refine translation practices in multilingual legal settings. By clarifying when and how to deploy English modals in legal translations, this work aims to enhance interpretive fidelity, consistency, and enforceability in cross-linguistic legal communication.

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