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Challenges of Translating Financial Terminologies from Arabic to English in an Islamic Banking Context: Insights from Translators Practices

A Dissertation Submitted to the Department of Letters and English Language in Partial Fulfillment of the Requirements for the Degree of Master in Language Sciences

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List of Abbreviations and Symbols

IBF: Islamic Banking and Finance

ICD: Islamic Corporation for the Development of the Private Sector

ICIEC: Islamic Corporation for Insurance of Investment and Export Credit

IDB: Islamic Development Bank

IFSB: Islamic Financial Services Board

IMF: International Monetary Fund

OIC: Organization of Islamic Cooperation

UK: United Kingdom

US: United States

USD: United States Dollar

CBFT: Culture-Bound Financial Terms

SL: Source Language

TL: Target Language

SC: Source Culture

TC: Target Culture

ST: Source Text

TT: Target Text

$: United States Dollar

£: British Pound Sterling

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CHALLENGES OF TRANSLATING FINANCIAL TERMINOLOGIES FROM ARABIC TO ENGLISH IN AN ISLAMIC BANKING CONTEXT: INSIGHTS FROM TRANSLATOR PRACTICES

by

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Abstract

This research examined the difficulties translators encounter when converting Arabic financial texts into English, particularly emphasizing Islamic banking terminology. The study aimed to explore cultural factors that hinder translation due to lexical discrepancies between Arabic and English and to identify commonly used translation strategies. A qualitative research approach was employed, involving professional Arabic-English translators tasked with translating Arabic financial texts into English. The texts were analysed to determine how four translators addressed Islamic banking terms and whether these challenges affected the translation's effectiveness. Additionally, interviews were conducted with translators to gain deeper insights into the obstacles they face and the underlying causes. The study was grounded in two theoretical frameworks: Nida's dynamic equivalence theory and Vermeer's Skopos theory. the research revealed that translating terms related to Islamic banking presents significant challenges, including the absence of direct equivalents, culturally specific financial terms, and insufficient financial expertise. The findings indicated that the method of translation directly influenced the accuracy and clarity of the intended message. They also highlighted effective strategies and methods that aid in the translation process, which are primarily influenced by the target audience's familiarity with Islamic finance. For audiences well-versed in the field, a transliteration approach may suffice; however, when the audience lacks knowledge, a combination of transliteration and further explanation is advisable. To address the challenges identified, the researcher recommended that translators develop a deep understanding of the target culture and enhance their knowledge of Islamic finance prior to engaging in translation.

Keywords: Islamic banking, Islamic finance, Nida's dynamic equivalence theory, translation, Vermeer's Skopos theory

Chapter One: General Introduction

1.1.Background of the study

Business and language are deeply interconnected. While terminology acts as a marker of industry evolution, with new vocabulary reflecting significant shifts in the business landscape, language captures advancements in science, technology, and society through rapid information exchange and linguistic adaptation. Since its emergence in the 1980s, Islamic banking has grown into a global industry, with over 200 banks operating in more than 70 countries. This expansion has led to the development of a specialized lexicon, evolving alongside the diverse financial products and services offered by the sector (Kabir Hassan & Mervyn Lewis, 2007).

Financial and economic texts cover many areas, such as finance, accounting, marketing, and management. Financial translation is often seen as a part of business translation because it deals with the special terms and practices used in the financial field. (Meloyan & Siranush, 2015). Specialized vocabulary and terminology (jargon) define the financial Sector, similar to other industries. These distinctive terms shape business agreements and offerings, elevating the field to a technical status comparable to medicine and law. Accurate translation of these specialized concepts typically requires a translator with deep industry knowledge to preserve the precise intended meaning in the target language.

Based on this brief account, this study examines the challenges of translating financial and Islamic banking terminologies in relation to the feature of culture. For instance, the hurdles that may face some translators while conducting translations

because of the lexical gap; hence, translators commonly struggle to preserve the authentic meaning of ideas that are basically connected to specific cultural frameworks. Such challenges, include the financial translation in the Islamic banking, Usury of trade Ribaa Al-Buyu (ربا البيوع) also called Riba Al-Fadl (ربا الفضل), which occurs when two similar commodities are exchanged unequally, leading to an unjust gain for one party. To prevent such unjust enrichment, Islamic finance prohibits Bayu-Ala'aina (بيع العينة) that refers to a form of a sale whereby the seller sells a commodity on credit and buys back on cash basis at a lesser price than the selling price. It ensures fairness and aligns with Islamic principles of wealth distribution, also we have Bayu-Najash (بيع النجش) which is a prohibited practice of deceiving and inciting a potential buyer of goods during the course of pre-sale negotiations or bidding to secure a greater value for the goods. Murabaha (مرابحة) is another type of sales, where the seller declares original cost-plus profit to the buyer (Iqbal & Mirakhor, 2016).

Islamic banking presents a viable alternative to the conventional banking system. It has successfully engaged a segment of the unbanked population that had previously been excluded due to religious and ethical considerations. It has encountered many difficulties along its 50 years since its first emergence and one of them is that its concept has not been sufficiently explained among both Muslim and non-Muslim audiences. This issue can be attributed to a lack of comprehensive knowledge surrounding the subject.

As far as Islamic banking translations is concerned, the concept was first thoroughly explored by Alsaleem (2013) in his PhD thesis, "The Translation of

Financial Terms Between English and Arabic with Particular Reference to Islamic Banking," at the University of Salford, UK. Alsaleem's analysis of three translation works laid the groundwork for ongoing research in this area. While general Islamic terminology has been widely studied, the growing global presence of Islamic banking necessitates further focus on the specific challenges of accurately translating financial terminology.

1.2.Statement of the Problem

Nowadays, Muslims youth stay current with the era and adapt the contemporary period by including digital marketing (E-commerce, Drop-shipping, Trading and more) as one of their sources of income, and that will lead them to investigate or to examine carefully the "Halal" and "Haram". While the translators will have challenging tasks during translating financial texts due to its technical and specific terms in relation to the aspects of culture and religion. The lack of standardized and accurate translations of Arabic financial terms hinders the clarity and accessibility of Islamic banking concepts for non-Arabic speakers (Iqbal & Mirakhor, 2016). This inequivalence affects financial practitioners, policymakers, and researchers, creating barriers to effective communication and implementation of Islamic financial principles in global markets. Addressing this linguistic and conceptual challenge is essential for enhancing cross-cultural understanding, ensuring legal accuracy, and fostering the growth of Islamic banking on an international scale. Among the most difficult tasks in translation is finding lexical equivalents for concepts or aspects that are foreign to the target culture. When no corresponding terms or

phrases exist, this is known as a "lexical gap." (Gambier, 2004)

In the Algerian context, scholars such as Benali (2018), Touati and Hamdi (2020), Cherif (2021), and others have investigated the challenges in translating financial and legal terminology. They focused on general financial concepts in Arabic-English translation. The scholars have highlighted the most common difficulties in rendering culturally bound terms and maintaining legal and economic terminological consistency. In fact, their contributions have shed light on general financial translation challenges, however; they have paid limited attention to Islamic financial terminology and Islamic banking contexts. Building on this gap, the current research examined the difficulties involved in translating financial terminology from Arabic to English, along with the strategies used to address these issues. Recognizing that financial terms encompass a wide range, the study specifically focused on Islamic financial terminology, particularly banking terms commonly used in Islamic banking context. Additionally, it explored the terminology that several translators identified as challenging to translate. The study primarily emphasized lexical items without delving into other linguistic aspects.

1.3.Research Questions and Assumptions

This study addresses the following questions:

1.How can aspects of culture in Islamic banking terminology create challenges for translation due to the lexical gap between Arabic and English?

2.What techniques are typically utilized in the translation of financial terminologies?

3.What are the difficulties that translators can face when conducting financial texts from Arabic to English?

Based on the raised questions, the following assumptions have been formulated:

1.The complexities of Islamic banking terminology, which are deeply rooted in cultural and religious contexts, create significant challenges for translation into English due to the lexical gaps and differences in conceptual understanding between Arabic and English.

2.The effectiveness of the technique utilized whether it be direct translation, descriptive translation, or contextual adaptation significantly influences the clarity and accuracy of the financial information conveyed, impacting stakeholders' comprehension and decision-making in financial contexts.

3.The translators face various difficulties when conducting financial texts from Arabic to English, including challenges related to linguistic nuances, cultural differences, the specificity of financial terminology, and the inherent complexity of financial regulations, which collectively hinder accurate translation and affect the overall comprehension of the translated material

1.4.Aims of the Study

The present study aims to:

1.Examine how cultural elements embedded in Islamic banking terminology create translation challenges due to lexical gaps between Arabic and English language systems.

2.Explore the main techniques used for translating specialized financial terms between Arabic and English in the context of Islamic banking.

3.Analyze the translation hurdles present when converting financial materials from Arabic to English.

1.5. Significance of the Study

This study is significant for language educators, policymakers, and researchers in Islamic banking and finance. By examining the challenges of translating Arabic-English financial terminology, the research enhances translation practices and linguistic comprehension in finance. The findings shed light on the complexities involved in decoding Islamic banking terminology and the specific linguistic obstacles faced by translators and professionals in the field. Additionally, by exploring the perceptions and experiences of translators and financial practitioners, the study informs evidence-based strategies to improve translation accuracy and consistency. Ultimately, the outcomes enhance communication in Islamic finance, facilitating successful practices and broader engagement with the global financial system. Moreover, this research equips the public with essential knowledge about Islamic banking, enabling informed decision-making. The rising interest in ethical banking, driven by evolving consumer attitudes, highlights the need for accessible and accurate information on Islamic finance.

1.6.Research Methodology

This study employed a qualitative approach to gain deeper insights into the challenges faced by translators, it is defined as a method of inquiry that seeks to

understand and interpret social phenomena through the collection and analysis of non-numerical data, such as texts, interviews, or visual materials. It focuses on exploring the meanings, experiences, and perspectives of participants, often emphasizing context and complexity (Creswell, 2013). Qualitative approach provides insights into how translators make decisions, understand source texts, and convey meanings in target languages. This approach allows researchers to delve into the subtleties of cultural contexts, translator motivations, and the subjective nature of meaning-making processes. Qualitative methods, such as interviews or text-based translation with translators, can reveal not just the linguistic aspects of translation but also the emotional and cultural factors that influence translated texts. This depth of understanding can enhance the quality of the translation and ensure it resonates with the intended audience.

For data collection, For data collection, four professional translators translated five texts from Arabic to English. These texts were extracted from various Islamic financial sources, including both digital platforms and printed materials, and were carefully selected for their relevance to key Islamic finance concepts such as *murabaha, riba, and zakah.* The content was adapted to the Islamic context to ensure authenticity and to reflect real-world financial discourse. These texts were chosen because they present common translation challenges—particularly due to their religious and cultural specificity and the lack of direct equivalents in English. This allowed for direct observation of the translators' approaches when confronted with specialized Islamic financial terminology. Concerning data analysis, the study

employed thematic analysis as a qualitative method for identifying, analyzing, and reporting patterns within the translated texts.

1.7.Limitations

During the course of this study, several limitations were identified. They are listed as follows:

- Lack of co-operator translators.
- Not giving enough time to the respondents.
- Lack of specialized translators.
- Subject difficulty and the amount of practitioner withdrawal.

1.8.Structure of Dissertation

The dissertation is structured into four chapters, preceded by a 'General Introduction' as the first chapter. The second chapter delves into the literature, comprised of two sections: a background about the Islamic finance and banking and the cultural perspective of this last then moving to section two when the research shed light to the financial terminologies and the strategies might be adopted for this process Following this, the third chapter focuses on the practical aspects of the research, to end with chapter four that was for general conclusion. Its initial section outlines the research methodology utilized, detailing the study design, sampling techniques, data collection instruments, and analysis procedures. Subsequently, the chapter presents a comprehensive analysis and discussion of the collected data, integrating qualitative insights garnered from text-based translation. This analysis is followed by a section that summarizes the findings, elucidates any encountered

limitations, offers recommendations for future research endeavors, and discusses the broader implications of the study's outcomes. Finally, the dissertation concludes with a 'General Conclusion' that synthesizes the main findings, reaffirms the study's significance, reflects on the research journey, and suggests potential avenues for further investigation, thus providing a comprehensive account of the research endeavor.

1.9.Operational Terms

To provide a clear discussion, the following definitions will appear in sub-sequents tittles:

A) Islamic Banking: A financial system adhering to Islamic law, which forbids interest and encourages ethical transactions backed by tangible assets.

B) Riba: The ban on interest or usury in Islamic finance, viewed as exploitative and unfair. **C) Murabaha:** A sale where the seller reveals the cost and their profit margin to the buyer, frequently used in Islamic financing.

D) Tawarruq: A financial arrangement where a commodity is purchased on credit and later sold for cash, often criticized for its similarities to interest-based loans.

E) Gharar sale: Prohibition of excessive uncertainty in contracts within Islamic finance, aimed at preventing unfairness.

F) Salam Sale: A forward contract allowing advance payment for goods to be delivered in the future, permissible under Islamic law if certain conditions apply.

G) Skopos Theory: A translation theory focusing on the intended purpose behind a translation as the main factor for making decisions.

H) Dynamic Equivalence (Nida): A translation method prioritizing the meaning and impact of the original text over a literal translation.

I) Culture-Bound Financial Terms (CBFT): Terms specific to Islamic culture that do not have direct translations in other languages (e.g., zakat, sukuk).

J) Lexical Gap: A situation where a term from the source language has no direct equivalent in the target language, requiring creative solutions like paraphrasing.

K) Transliteration: The process of changing Arabic script into English letters (e.g., Shari'ah, ijara), typically used when there is no direct translation available.

L) Shari'ah Compliance: The requirement for financial transactions to conform to Islamic legal and ethical standards, ensuring the prohibition of interest, uncertainty, and unethical investments.

M) Islamic Finance: An umbrella term that encompasses various financial activities, including banking, bonds (sukuk), insurance (takaful), and equity, all governed by Islamic principles.

N) Non-Equivalence: A translation challenge arising when source language terms lack direct counterparts in the target language, requiring explanatory or alternative approaches.

Chapter Two: Translation of Financial Terminology and its Cultural Dimensions: A Focus on Islamic Finance

Introduction

Language plays a vital role in business development. It evolves to reflect changes within the industry, and the new terms that emerge highlight these transformations. As we witness advancements in science, technology, and society, the way we communicate also adapts, especially with the speed at which information is shared and translated. For instance, Islamic banks have existed for over 50 years, and as they have grown steadily, so too has the specialized language used in this field. New terms keep appearing to keep pace with the diverse services these banks provide.

This chapter is organized into two main sections, each focusing on key variables crucial to the research study. The first section provides a comprehensive overview of Islamic Finance and its characteristics based on the Islamic Law and how it is considered as a system. This section also examines Islamic Banking and how it complements Islamic Finance, noting that the latter is a broader concept. It also explores the origin of Islamic Banking, its global development, the different factors contributing to its expansion, particularly from a cultural perspective.

The second section explores the translation of financial discourse, starting with the translation of financial terminologies and its relation to Islamic Financial terms. It examines common cultural challenges that practitioners may encounter, and how to deal with them appropriately, in other words, how can these challenges be approached appropriately. This section introduces key theoretical frameworks in

translation, discussing two major theories: the equivalence and the skopos theories. It concludes with a critical assessment of the translation of Islamic finance.

2.1 Section One: Islamic Finance, Islamic Banking, and the Cultural Aspect

2.1.1 Background to Islamic Finance

The origins of Islamic banking date back to the 7th century AD, coinciding with early revelations to Prophet Muhammad (peace and blessings be upon him) at the age of forty. All financial activities within the Islamic financial system are based on the teachings of the Holy Qur'an and the Sunna. (Al-Saleem, 2013) noted that there are many definitions of Islamic finance; one of the most common definitions is that Islamic finance can be broadly described as a financial system governed by religious principles that prohibit interest (riba). It also allows joint ventures where both the lender and the borrower share in profits and risks (Al-Saleem, 2013).

Recently, Islamic finance has experienced significant growth, both in the volume of loans and in the variety of financial products available to individuals and institutions. A key feature of these financial products is their adherence to Shari'ah (Islamic law), which serves as the foundation of the Islamic legal framework. Since the Islamic financial system fundamentally differs from the traditional interest-based lending model, it is essential to address the unique challenges it presents. The Islamic finance sector comprises four main areas: banking, sukuk (Islamic bonds), equity and funds, and *takaful* (Islamic insurance). The Islamic banking sector has experienced steady growth (IFSB, 2017, p. 3) and accounts for the majority of Shari'ah-compliant assets. Following three challenging years, the sukuk market has

rebounded, while takaful and Islamic equity and funds have demonstrated strong performance.

Table 1

Islamic Financial Assets by Sector (2016)

Sector	Share in Islamic finance assets
Sector Share in Islamic finance assets	72-78.9%
Sukuk	15-17%
Islamic investment funds	3-4%
Takaful	1-2%
Microfinance	1%
Other	4%

Source. Adapted from *Dubai Islamic Bank* (2017a, p. 38); IFSB (2017, p. 8); Thompson Reuters (2016)

At the core of Islamic finance is the belief that money does not possess intrinsic value. According to Islamic principles, it is prohibited for a Muslim to lend or borrow money with the intention of earning profit from it. This prohibition refers specifically to interest, known as Riba, which is strictly forbidden. Generating profit purely from money itself is not allowed; instead, they should be utilized for productive purposes, with the understanding that wealth can only be created through legitimate trading and asset-based investment. Islamic finance primarily focuses on trading activities, where any profits generated from such trading are shared between the provider of capital and the party contributing expertise. Consequently, Islamic banks have established four key financing methods:

Mudaraba, Musharaka, Murabaha, and Ijara (Ahmed & Khayar, 2012). According to Usmani (2006), *Mudaraba* (or profit-sharing) refers to a partnership where one person provides capital while the other contributes expertise and management. The profit is shared according to a pre-agreed ratio. Another key financing method is *Musharaka* (or partnership), a joint venture in which all partners contribute capital and share profits and losses based on their investment. it encourages collaboration and risk-sharing in business activities. In addition, *Murabaha* (or cost-plus sales) is a sales agreement where the seller discloses both the cost and the profit margin when selling a product. This ensures transparency, as the buyer knows exactly how much they are paying. Finally, *Ijara* (or leasing) is a financial arrangement in which the lessor (owner) leases an asset to the lessee (user) for a specific period. At the end of the lease, the lease term, the lessee often has the option to buy the asset.

Brown (2006) stated that many people believe Islamic finance is well-suited to promoting markets and individual freedom in global commerce and business. He emphasized the significance of Islamic finance, noting that it was mainly through peaceful trade that the faith of Islam arrived in different countries. During his address at the Islamic Finance and Trade Conference in London in June 2006, Gordon brown expressed his ambition to establish London as a global hub for Islamic finance by implementing regulatory and tax measures to support the development of Islamic finance products.

2.1.2 Characteristics of Islamic Finance

2.1.2.1. Prohibition of Interest (Usury). In Islamic finance, all contracts and transactions must avoid Riba (interest/usury). The most prevalent type, riba al-nasi'ah, refers to any increase in a loan based solely on the passage of time. This is prohibited because it results in unjust enrichment without productive activity. El-Gamal (2006) notes that classical jurists viewed riba as economically harmful and a violation of fairness, often equating it to exploitation through delayed repayment terms.

2.1.2.2. Prohibition of Unethical Investments. Islamic finance emphasizes not only legal compliance but also ethical responsibility. Investments in industries deemed harmful to individual or societal well-being—such as alcohol, gambling, and adult entertainment—are considered impermissible. According to Kamali (2003), this prohibition is grounded in the principle of maslahah mursalah, or public interest, which validates rulings that preserve religion, life, intellect, lineage, and property. Activities that undermine these objectives are ethically and legally rejected.

2.1.2.3. Freedom from *Al-Gharar*. All contracts and financial transactions in Islamic finance must minimize ambiguity and uncertainty. Gharar refers to risk stemming from unknown outcomes or unclear contract terms. El-Gamal (2006) explains that classical scholars invalidated contracts involving major gharar—such as selling something unknown or undeliverable—because they resemble gambling and threaten transactional fairness.

2.1.2.4. Freedom from *Al-Darar*. Contracts in Islamic finance must avoid causing harm to any party. This aligns with the legal maxim la darar wa la dirar ("no

harm and no reciprocating harm"), which Kamali (2003) cites as a foundational principle in Shariah. The idea is to ensure justice, balance, and protection of vulnerable stakeholders in economic transactions.

2.1.2.5. Freedom from Impulse. Islamic law promotes thoughtful and fair decision-making in financial matters. Kamali (2003) explains the doctrine of istihsan (juristic preference), where rigid application of general rules may be set aside in favor of outcomes that avoid hardship or injustice. This supports policies that allow consumers or investors time to reconsider contracts, preventing impulsive harm.

2.1.2.6. Linking Finance to Productivity. Islamic finance prohibits the use of money solely for generating interest. Instead, all financial transactions must be linked to real economic activity. Usmani (2002) emphasizes that Islam regards money as a medium of exchange, not a commodity, and thus profit cannot be made from money alone. Shariah-compliant financing requires the creation or transfer of tangible assets—through modes like Mudaraba, Musharaka, Murabaha, and Ijara—ensuring that capital is only used in productive ventures. This approach ties financial gain to actual trade or services, promoting economic justice and asset-backed growth.

2.1.2.7. Emphasis on Equitable Contracts. Equity and fairness are essential in Islamic contract law. Kamali (2003) emphasizes that the principles of maslahah and istihsan both support equal access to information, voluntary participation, and transparency in negotiations. Parties should enter agreements freely and with mutual understanding to fulfill Shariah's ethical standards.

2.1.2.8. Desirability of Profit Sharing. Islamic banks operate under models like Mudaraba, where depositors act as capital providers and banks as managers. Profits are shared based on agreed ratios, rather than fixed returns. El-Gamal (2006) notes that such models reflect Islamic principles of risk-sharing and promote fairness by aligning incentives between financial partners.

2.1.2.9. Zakah and *Al-Qard Al-Hassan*. Islamic banking also aims to fulfill social objectives, such as poverty alleviation and equitable wealth distribution. Zakah, a mandatory almsgiving, must be paid on qualifying wealth and is used to support the needy. In parallel, Al-Qard al-Hassan refers to benevolent loans extended without expecting any return. Usmani (2002) notes that while profit-making is allowed in commercial finance, interest-free loans are encouraged for charitable purposes. These instruments reflect the ethical and redistributive principles at the heart of Islamic economics.

2.1.3 Islamic Banking

Islamic banking refers to a financial system that operates in accordance with *Shari'ah*, the Islmic legal framework, which prohibits interest (*riba*) and promotes ethical financial practices, including risk-sharing, profit-and-loss-sharing contracts, and asset-backed investments. Unlike conventional banks that generate income through interest-based lending, Islamic banks employ contracts such as *mudaraba*. musharaka. murabaha, and ijarah as thoroughly explained above (Usmani, 2006). Islamic banking differs from conventional banking in one

fundamental way: while conventional banks charge predetermined interest rates on loans regardless of outcomes, Islamic banking operates on a partnership model in which the bank and borrower share actual profits and losses from investments based on their respective levels of participation, aligning the interests of both parties with the real-world success of the funded venture (Iqbal & Mirakhor, 2005).

In recent decades, Islamic banking has undergone substantial growth, establishing a presence in global markets with more than 200 Islamic banks operating across over 70 countries. This expansion has been driven by a heightened demand for financial products that adhere to *Shari'ah* law, the emergence of Islamic financial institutions, and the development of *sukuk* (Islamic bonds) and *takaful* (Islamic insurance). Additionally, many conventional banks have added Islamic "windows" to cater to their Muslim clientele while maintaining alignment with international banking standards (Hassan & Lewis, 2007).

Islamic banking is closely linked to cultural and religious principles, which set it apart from traditional finance. It prioritizes fairness, transparency, and social responsibility, ensuring that financial activities benefit society rather than just focusing on maximizing profits. The implementation of Islamic banking can differ significantly between regions due to varied interpretations of *Shari'ah* law. For example, in Malaysia, there is a dual banking framework where both Islamic and conventional banks function simultaneously, while Gulf countries adhere to more stringent Islamic financial regulations. This system is not merely a financial approach but a value-based framework that promotes ethical financial practices. It aligns with Islamic moral teachings by prohibiting excessive uncertainty (*gharar*) and gambling

(*maysir*), ensuring that all financial transactions contribute to the collective welfare. Islamic banking has also gained traction in regions beyond Muslim-majority countries, including the United Kingdom, the United States, and parts of Europe, where non-Muslims have shown interest in its focus on socially responsible investing and ethical finance (Hassan & Lewis, 2007).

Islamic banking operates with strict religious rules. As noted in the literature, there are five key principles that must be followed in every investment activity. The five principles are summarized as follows:

2.1.3.1. Prohibition of Riba. Charging or paying interest (riba) in money transactions is not allowed.

2.1.3.2. Halal Activities Only. Business and investments should only involve activities that are acceptable (halal) according to Islamic law.

2.1.3.3. Avoidance of Uncertainty and Speculation. Gambling (maysir) is prohibited, and all dealings should not have too much uncertainty (gharar).

2.1.3.4. Zakat Requirement. Financial institutions are required to give zakat (a religious tax) to help the community.

2.1.3.5. Compliance with Islamic Principles. All operations need to follow Islamic teachings, and a special Shari'ah council is in charge of monitoring and advising to ensure everything is done appropriately.

These five points give Islamic banking its unique religious identity. The most debated issue from a Western perspective is the ban on interest. Islamic finance aims to get rid of any form of interest because both the Quran and the Sunnah view

it as unfair and exploitative, which conflicts with Islamic values of fairness and ownership rights.

Islamic banking exists to deliver religiously suitable financial offerings to Muslim populations. This purpose extends beyond merely avoiding interest to include guaranteeing investments occur in permitted activities, steering clear of speculation, allocating wealth through zakat, and supporting broader socioeconomic aspirations of Islam - encompassing financial prosperity, social fairness, equitable distribution of resources, monetary constancy, and mobilizing reserves for economic advancement in ways that secure fair profit-sharing among all involved parties.

Islamic banking has become a topic of significant interest, especially when we look at how it differs from traditional banking methods. Even though it has grown significantly over the last thirty years, many people in different parts of the Muslim world still find it hard to fully understand. Moreover, it continues to be quite puzzling for many in the Western world as well.

2.1.4 Islamic Banking: Origins, Progress, and Expansion

Islamic banking is a unique approach to finance that presents itself as an alternative to traditional interest-based systems. Grounded in Islamic law, or Shari'ah, this banking model has seen significant growth over the last few decades. What started as a small movement has transformed into a global phenomenon, with numerous institutions handling assets worth trillions of dollars. This banking philosophy reflects a broad perspective on life, influencing financial and economic practices with clear prohibitions and guidelines. The most crucial aspect of Islamic

banking is the prohibition of riba, or interest, which is a key differentiator from conventional banking. As noted by Lewis (2001), this ban on interest represents a profound and often contentious topic in discussions about Islamic economics from a Western viewpoint. Although Islamic banking as we know it today is a relatively recent development, its foundations can be traced back to the early days of Islam. During the era of the Prophet Muhammad and the early Caliphates, various business partnerships and financial agreements that conformed to Islamic teachings were in practice. Concepts like mudaraba, which is a profit-sharing arrangement, and *Musharrakah*, or partnership, laid the groundwork for the financial tools we utilize in modern Islamic banking.

The dissolution of the Ottoman Caliphate in 1924 and the prevailing colonial governance in many regions of the Muslim world temporarily stunted the growth of local Islamic financial institutions. Despite these setbacks, a scholarly movement was underway, with thinkers beginning to define a distinct Islamic economics that stood apart from both capitalism and socialism.

By the mid-20th century, we started seeing the first tangible efforts at establishing Islamic banking, which set the stage for its growth over the past thirty years. However, it's important to note that there still exists a lack of understanding about Islamic banking in various parts of the Muslim world, and it remains a complex topic for many in the West.

2.1.4.1. Mit Ghamr Savings Bank (1963). Established in Egypt by Ahmad El Najjar, this pioneering institution is widely recognized as the first modern attempt at interest-free banking. Though it did not explicitly call itself an Islamic bank, it

operated on profit-sharing principles rather than charging interest. According to Siddiqi (1988), this rural institution combined the idea of German savings banks with Islamic principles to serve farmers and rural communities in the Nile Delta. It was ultimately shut down in 1967 as a result of governmental political pressure; however, it was subsequently reopened in 1971 under the name Nasser Social Bank (DiVanna, 2006; Zainol et al., 2008).

2.1.4.2. Tabung Haji (1962). Founded in Malaysia as the Pilgrims Management and Fund Board, this institution helped Muslims save for the Hajj pilgrimage without resorting to interest-based financial services. It invested depositors' funds in productive enterprises in accordance with Islamic principles and remains operational today as one of the oldest Islamic financial institutions (Lewis, 2001).

2.1.4.3. Nasser Social Bank (1971). Established in Egypt as a government-owned institution, this bank was the first to explicitly declare itself an interest-free bank, though its operations were limited in scope and primarily focused on social welfare objectives (Iqbal & Molyneux, 2005).

A significant development in the evolution of Islamic banking occurred with the establishment of the Islamic Development Bank (IDB) in 1975. This international financial institution was founded following a declaration made at a conference of finance ministers from Islamic countries in Jeddah, Saudi Arabia, in December 1973. Representatives from 23 member nations of the Organization of Islamic Cooperation (OIC) signed this declaration. Subsequently, during a second conference of finance ministers in Jeddah in August 1974, the Articles of Agreement to officially establish

the IDB were adopted. The inaugural meeting of the Board of Governors took place in Riyadh, Saudi Arabia, in July 1975, and the bank's operations commenced on October 20, 1975. The period from 1975 to 1990 was crucial for the Islamic financial industry, during which it evolved into a credible alternative financial intermediation model. This transformation was marked by significant theoretical advancements and practical implementations, leading to the development of various Shari'ah-compliant financial products. Islamic banks during this time showed positive results while using these products, which contributed to the establishment of numerous Islamic financial institutions within the private corporate sector under diverse socio-economic conditions. Notably, three countries, Pakistan, Iran, and Sudan-expressed intentions to systematically eliminate interest from their economies and implement banking systems grounded in Islamic principles. These nations made several practical strides toward this goal. Furthermore, major multinational banks began to recognize the viability of this new model and actively offered Islamic financial products, indicating acceptance by international stakeholders. Both the International Monetary Fund (IMF) and the World Bank recognized Islamic financial products as legitimate tools for financial intermediation and published supportive documents. Although growth in the banking sector continued into the 1990s-albeit at a slower pace-attention began to shift towards non-bank financial institutions. This period saw an emergence of various Islamic financial entities beyond traditional banks, including insurance companies and investment funds. Despite limited growth in the Islamic insurance sector, Islamic investment funds showed significant progress (Iqbal & Molyneux, 2005).

The 1970s marked a transformative period for Islamic banking, with several critical developments:

2.1.4.4. Oil Boom Catalyst. The 1973 oil crisis and the subsequent surge in oil prices generated unprecedented wealth in Gulf countries, providing capital for Islamic financial institutions and increasing demand for Shari'ah-compliant investment options (Wilson, 1995).

2.1.4.5. Dubai Islamic Bank (1975). Established as the first full-fledged private commercial Islamic bank, it represented a significant milestone in demonstrating that Islamic banking could operate on a commercial scale (Iqbal & Molyneux, 2005).

2.1.4.6. Additional Commercial Banks. The late 1970s saw the establishment of several commercial Islamic banks, including Faisal Islamic Bank of Egypt (1977), Faisal Islamic Bank of Sudan (1977), Kuwait Finance House (1977), and Jordan Islamic Bank (1978) (Archer & Karim, 2007).

The progress made by the Islamic finance industry during the last twenty years has been remarkable. According to Thomson Reuters' 2018 *Islamic Finance Development Report*, assets conforming to Shari’ah principles reached a total valuation of $2.44 trillion in 2017, representing a dramatic increase from $200 billion in 2003.

Islamic Banking and Finance (IBF) can be categorised into four main segments: Sukuk (Islamic Bonds), Takaful (Islamic Insurance), Islamic Banks, and Islamic Funds. According to the World Bank’s Development Data Group from 2012, IBF witnessed substantial global growth, with Islamic Bonds valued at $123.2 billion,

Islamic Insurance reaching $15.2 billion, and both Islamic Banks and Islamic Funds totalling $1.1 trillion and $60 billion, respectively, by the end of 2011. This data underscores the significance of Islamic banks within IBF and their growing financial influence in the Muslim world. Additionally, it highlights the increasing diversity and expansion of the customer base for Islamic Banking, extending from well-known countries such as Iran, Malaysia, and the Gulf States to a broader range across the Larger Middle East, Africa, Europe, and North America (McKenzie, 2010).

The Islamic Development Bank (henceforth, IDB) functions as a multilateral development bank serving 55 Muslim countries. Its mission is to promote economic development and social progress among member countries and Muslim communities, following Shari'ah principles. To address the growing needs of its members, the Bank has created various institutions and funds with distinct administrative frameworks and operational guidelines. These affiliated entities enable the IDB to gather additional financial resources according to Shari'ah principles, focusing on activities beyond its standard financing arrangements. These entities have transformed the Bank into what is now called the IDB Group. In 1995, IDB established the Islamic Corporation for Insurance of Investment and Export Credit (ICIEC). ICIEC aims to expand trade transactions and investment flows among member states by providing Shari'ah-compliant export credit insurance and reinsurance against commercial and non-commercial risks, as well as foreign investment insurance against country risks like exchange transfer restrictions, expropriation, war, civil disturbance, and contract breaches by host governments. This safety net is expected to positively influence industry development. In 1999, IDB

created the Islamic Corporation for the Development of the Private Sector (ICD), which identifies growth opportunities in the private sector, offers various Shari'ah-compatible financial products and services, and expands access to Islamic capital markets for private companies in member countries. ICD operations are anticipated to significantly impact member countries' development. IDB supports Islamic financial institution growth by participating in their equity capital and helping introduce Islamic windows in traditional banks. Unlike conventional financial institutions, the Bank avoids interest-based borrowing from traditional markets. Instead, it has developed new Shari'ah-compliant financial schemes, including the IDB Unit Investment Fund, Export Financing Scheme (formerly the Longer-term Trade Financing Scheme), and the Islamic Banks' Portfolio, raising approximately US$708 million. In 2003, the Bank launched its first sukuk issue worth US$300 million, which closed successfully at US$400 million. The IDB plays a vital role in providing financial support for development projects in its member countries through various Islamic financing modes. This approach is essential for their operations, and it has led to the creation of several innovative financial instruments, including instalment sales, *ijarah, murabaha*, service charges-based financing, and *istisnaa*. In addition to these instruments, the IDB has established the Unit Investment Fund, the Islamic Banks' Portfolio, and the Infrastructure Fund. A notable milestone in the IDB's financial initiatives was the launch of US$400 million in Islamic Trust Certificates in 2003, which were generated through the pooled securitization of its ijarah assets, instalment sales, and *istisnaa* receivables (Iqbal & Molyneux, 2005).

Furthermore, many countries with sizable Muslim populations have less developed Islamic banking sectors. This highlights two distinct opportunities for growth: the creation of new Islamic banks and the expansion of current banks in regions where Islamic banking is already present, as well as the establishment of new banks and the growth of existing ones in areas where Islamic banking is still developing despite a significant Muslim population. Countries like Nigeria and Senegal in West Africa are promising candidates for the expansion of Islamic banking soon. Other potential candidates include Algeria, Afghanistan, Azerbaijan, Cameroon, Libya, Mali, Kazakhstan, Morocco, Mozambique, and Uzbekistan (Azmi, Iqbal,2016).

2.1.5 Islamic Banking from a Cultural Perspective

"Culture is a vital element of the global environment, present in every community and institution. It can be understood as the combination of beliefs, behaviors, and practices that shape how people live and make sense of the world. Culture is not something exclusive it is learned, shared, and expressed in everyday life by individuals and groups alike. Though culture exists everywhere, its expression can vary greatly depending on time, history, and place (Robertson 1996)" (Haq & Smithson, 2003, p 6).

Religion functions not merely as a collection of abstract beliefs but as an integrated system that permeates daily existence. It serves beyond being a simple repertoire of themes for social discourse; rather, it constitutes a distinctive mode of communication and meaning making. Religion's significance extends past its

arbitrary cultural elements to embody a systematic framework that organizes experience. The power of religion lies not only in its capacity to differentiate between social groups but crucially in its ability to structure and infuse meaning into ordinary interactions and local contexts. Through these everyday practices and interpretations, religion becomes embedded in the lived experience of individuals and communities (Ammerman,2013).

Numerous Muslims refrain from participating in traditional interest-based financial institutions due to their religious beliefs. Additionally, limited language proficiency and technological skills can hinder individuals from utilizing modern technologies, such as the Internet, to access financial services. A significant portion of the population residing in rural regions of developing nations encounters physical obstacles stemming from inadequate physical infrastructure (Atkinson & Messy, 2013).

According to Mateo (1993), business and economics have historically been regarded as disciplines that blend humanistic and scientific approaches. This dual nature arises from their focus on inherently human activities, with their principles and regulations being culturally derived and reflective of the unique characteristics of each nation. In this context, the business practices prevalent in a country are as integral to its society as other established social norms, such as familial interactions, culinary traditions, and religious practices. Additionally, the fundamental structure of business activities requires the integration of multiple scientific fields, such as mathematics, statistics, computing, and sociology, which collectively contribute to the discipline's scientific complexity.

The Arabic language and culture played a significant role in facilitating trade across the Mediterranean and throughout the Middle East to India. Additionally, the desire to engage in commerce outside the Muslim world contributed to the expansion of Islam into regions such as China and Southeast Asia (Venardos, 2006).

In Islam, a crucial aspect of living within a Muslim community is the relationships that develop among its members, characterized by love, care, affection, friendliness, and consideration, which foster a sense of unity. The principles and regulations of Islamic banking are fundamentally designed to enhance these relationships among community members and become part of the cultural heritage. Muslims are encouraged to support their needy brothers and sisters through charitable contributions, primarily through Zakah. This practice, considered both an act of worship being the third pillar of Islam and an obligatory duty of the affluent towards the less fortunate, promotes a friendlier and healthier societal environment. Zakat is required from every adult Muslim who possesses a certain level of wealth (nisab), offering a means for the poor to have their needs met. Additionally, charity (sadaqah) contributes to strengthening social bonds. Several elements contribute to a cohesive society within the realm of Islamic banking. A significant risk in modern economics is interest, the fee charged for borrowing money, which is prohibited in Islam. Interest is associated with enhancing economic efficiency and generating wealth by allowing lenders to obtain returns from borrowers without just cause. Such practices are inherent or settled in Western culture, while Islam emphasizes

financial intermediation, which seeks to connect those with excess funds to those in need of financial support (Al-Saleem, 2013).

Nawaz (Islamic Culture and Civilization, 2017) explains that Islamic culture is the blending of different cultures influenced by shared beliefs and practices. This connection has important historical roots in the religious values and cultural traditions that unite the community. The main literature of Islam is in Arabic, the language of the Prophet. The two key sources of Islamic literature are the Qur'an and Hadith, which are both essential for understanding Islamic teachings. These texts also influence Islamic finance, adding a cultural aspect when they are translated.

Various schools of Fiqh have allowed a degree of flexibility regarding the trading of debts between creditors and debtors. Most scholars from the four primary Islamic schools of thought- Hanafi, Maliki, Shafi'i, and Hanbali- support the concept of debt trading since the debtor already has possession of the debt being sold. This arrangement alleviates concerns regarding the fulfilment of contract terms. Islamic banks function within the framework of *Muaamalat*, which governs business transactions deemed permissible as long as they adhere to Shari'ah principles. There is a shared consensus among these four schools that any business practices contradicting Shari'ah guidelines are unacceptable. Various factors can render a business transaction invalid, such as involvement with usury (Riba), trading in forbidden items like alcohol, participating in gambling *(Maisar)*, and engaging in transactions characterized by excessive uncertainty *(Gharar Fahish)*. This highlights

the integral role of Islamic banks within the Shari'ah framework, which is crucial to Islamic culture (Bank Negara Malaysia, 2010).

2.2. Section Two: The Financial Discourse Translations

2.2.1 Technical Translation

According to Wright and Leland (1993), technical translation refers to the process of translating texts that use specialised language, often intended for specific fields or professions. This type of translation frequently involves documents like user manuals, which contain technical terms and phrases that are predominantly understood within a particular industry. Overall, technical translation encompasses various specialised texts and demands a deep understanding of the subject matter as well as proficiency in the relevant terminology.

Al Saleem (2016), in his PhD thesis stated that technical translation is closely linked to technical communication and can gain from research in related fields like usability and cognitive psychology. It's essential for technical texts to be translated by someone who understands the specific terminology involved. Regular dictionaries may not always give the right solutions for technical terms. A non-expert translator might make mistakes with the terminology, while a technical translator will know the correct terms to use. A high-quality technical translation uses the right terminology and fits the style of the document and its audience. For example, a text explaining a surgical procedure will use different terminology and style depending on whether it's aimed at doctors or non-specialists. Using overly technical terms might confuse a layperson, while using simple language could offend a specialist.

Translating technical documents necessitates not only a strong command of both the source and target languages but also at least a basic understanding of the relevant subject matter, along with the research capabilities to write proficiently in cutting-edge technical fields. It is observed that technical translators are typically either linguists trained in the craft, who acquire specialized research capabilities and supplementary knowledge in particular technical areas, or they are engineers, scientists, and other domain experts who possess a significant level of linguistic proficiency, which they use in translating texts within their areas of expertise. Additionally, it is highlighted that clarity, conciseness, and accuracy-key stylistic objectives of technical writing are equally important in technical translation; thus, a skilled technical translator is also a skilled technical writer (Wright & Leland,1993).

Marchuk (1984) suggests that the rise in technical translation can be attributed to advancements in science and technology, the increasing interconnectedness in various fields such as science, technology, commerce, and culture, as well as the intent of nations and governments to enhance cooperation and align their efforts toward the progress of civilization.

Wright and Leland in their book "*Scientific and Technical Translation*" published in 1993 stated that challenges in technical translation often arise from differences in customs, entertainment, and levels of technological advancement between the two countries whose languages are involved. They noted that what sets technical translation apart from other kinds of translation is the focus on specific terminology. They highlighted that one of the main difficulties in this process is dealing with new technical terms that are often context-specific and may appear only once in the source language. This is particularly true since technical translation is a

subset of specialised translation. Furthermore, when translating between English and Arabic, which are quite different both culturally and grammatically, non-professional translators can face significant hurdles. This is especially the case in technical fields where texts may contain many terms that lack direct equivalents. The term technical extends beyond natural sciences and technology, encompassing any specialised field that possesses distinct technical terminology and genre-specific characteristics. They note that technical texts often prove challenging for non-specialist readers due to their complexity. Various lexical issues can emerge from different categories of source text terminology, including technical terms that may be entirely unfamiliar to lay translators and are exclusively found in specialized contexts, those that the translator might recognize from non-technical contexts but appear to have a specialized meaning in the source text, and terms that are familiar to the translator due to their general use but have a specific technical application in the source material (Dickins, 2002).

The challenges of technical translation cannot be overlooked, particularly when it comes to conveying specialised knowledge that experts take for granted. These nuances are often difficult for translators to grasp and are rarely made explicit in the original text. Consider the realm of technical writing, including both general financial documents and those focused on Islamic finance, which incorporates unique religious elements. When translating religious terminology from Arabic to English, it’s not just beneficial but essential for the translator to possess a deep understanding of the relevant religious concepts. This understanding involves referencing crucial sources such as the Qur'an, Hadith (the sayings and actions of the Prophet Muhammad), the life of the Prophet, and the stories of his companions. Moreover, Arabic is a richly layered language, full of words that can carry multiple

meanings depending on their context. Thus, merely being a native Arabic speaker does not guarantee that one can navigate these complexities successfully. A translator must be attuned to these strategies to deliver an accurate and meaningful translation. Investing in knowledge and expertise in both the language and the relevant cultural contexts is vital for producing translations that resonate and uphold the integrity of the original message (Al Saleem, 2013).

2.2.2 Cultural Difficulties

According to Hall (1997), culture revolves around the concept of "shared meanings." Language serves as the primary tool we use to understand the world around us, allowing us to create and share meaning with one another. Geertz (1977) states that culture should not be viewed solely as a collection of observable behaviors, customs, and traditions. Rather, it operates as a system of guiding principles such as plans, rules, and instructions that influence human behavior, similar to how computer program's function. As an independent and intricate entity, culture also possesses its own internal dynamics and objectives.

The concept of 'culture' can be understood in three primary ways. Firstly, ethnologists and cultural historians use the term to describe any element, both material and spiritual, that is socially inherited in human life. In this sense, culture is synonymous with humanity itself, as even the most primitive societies exist within a complex social framework filled with traditionally preserved habits, practices, and beliefs. The second interpretation of culture pertains to a conventional notion of personal refinement, which is based on a blend of knowledge and experiences, primarily consisting of typical responses that are endorsed by a particular social class

and long-standing traditions. The third interpretation aligns with the first in focusing on the spiritual aspects valued by the group rather than the individual, but it also resonates with the second by highlighting selected elements from the broader spectrum of cultural practices that are seen as more valuable, meaningful, and spiritually significant. Therefore, cultural values, traditions, knowledge, and habits acquired by individuals within society contribute significantly to culture, which is passed down through generations and across societies as people engage with it (Sapir, 1949).

The concept of 'culture' in its third meaning focuses on the collective spiritual heritage of a group rather than individual traits. It highlights certain elements of culture that are seen as more valuable and meaningful compared to the broader, more diverse aspects that anthropologist's study. Essentially, social values, traditions, knowledge, and habits that individuals learn from their society play a crucial role in shaping culture. This culture is then passed down through generations and shared among different societies through people's engagement with it (Al Saleem 2016).

Translation involves the interaction of at least two languages and two cultural traditions (Toury, 1978). This highlights the ongoing challenge for translators to address the cultural elements present in a source text and to identify the most effective strategies for conveying these elements in the target language. He stated that translators constantly encounter the challenge of addressing the cultural elements embedded in a source text while determining the best methods to effectively express these elements in the target language. The complexity of these

challenges can differ based on the cultural and linguistic differences between the languages involved.

2.2.3. Translation of Financial Terminologies

Financial translation pertains to the translation of documents associated with economics, finance, and banking. This field encompasses a broad array of topics, including various reports and documents. In today's globalized world, businesses and banks often operate internationally and employ a diverse workforce, making financial translation crucial for effective communication among all parties involved. Given the bureaucratic nature of these institutions, there is a necessity to translate documents into multiple languages (Abdihakim, 2019).

Financial translation is a vital process that involves the precise conversion of financial documents, reports, statements, and communications between languages, all while maintaining technical accuracy and the intended meaning. As global markets become ever more intertwined, the need for adept financial translators has soared, underscoring the essential role these experts play in driving international business and investment forward. This specialized field requires an in-depth understanding of various subjects, including macroeconomics, banking, investment strategies, accounting practices, and insurance principles. Unlike general translation, which may focus primarily on linguistic proficiency, financial translation demands a keen expertise in industry-specific terminology and legal concepts that can vary significantly across different regulatory frameworks. Mistakes in this area can lead to severe financial repercussions, such as substantial losses for companies,

legal complications, and tarnished reputations. Thus, it is crucial for translators to possess comprehensive knowledge of financial regulations, especially when navigating the complexities of international financial transactions, where legal and financial structures can differ dramatically from one nation to another (Guénette, 2022).

In a 2015 article, Alcalde highlighted the importance of specializing in financial translation for enhancing career prospects, based on her doctoral research about the field in Spain. She pointed out that the significance of financial translation has grown because of the globalization of finance and the emergence of multinational corporations that provide financial services. To connect with a wider range of clients and investors, these companies need to translate their financial documents and marketing materials into the relevant languages (Alcalde, 2015).

Penalver (2015) emphasizes in his article, derived from his doctoral research on the academic and professional landscape of financial translation in Spain, the significance of specializing in this area for professional advancement. He argues that the integration of the global financial system and the rise of multinational corporations offering financial services underscore the importance of financial translation. To reach a broader audience of clients and investors, companies must translate their financial reports and marketing communications into the target language.

Killingsworth (2000) highlights that due to globalization and technological progress, new terms and concepts are emerging across various sectors, including finance. He points out the challenges translators face, noting that it might

be impossible for a single translator to be an expert in every area of finance. He recommends that translators engage in regular reading of both general and specialized content to keep updated. Additionally, financial translation encounters various obstacles; as the field balances both humanistic and scientific elements, cultural factors can influence the transmission of the intended message (Melnichuk & Osipova, 2016). Furthermore, some financial terms may not have equivalent expressions in the target language.

2.2.4. Theoretical Framework for Translation

A variety of translation theories exist for the analysis of translation data, and there is no single “best” approach or most effective method. This diversity in theories has led to the use of an eclectic framework, especially when examining Islamic banking terminology, as it allows for a more in-depth exploration of the topic. This research is primarily based on two significant theories: Functional theory and Skopos theory. Functional theory will be employed to assess data in terms of its closest natural.

2.2.4.1. Equivalence Theory. Nida and Taber (1982) explore the intricate nature of translation, arguing that it extends beyond simple word-for-word substitution. They contend that successful translation involves grasping and communicating the underlying meaning of the original text while ensuring it resonates with the target audience. Their analysis highlights the necessity for translators to possess a thorough understanding of both source and target languages, including the cultural nuances that shape them. By emphasising the

balance between maintaining the original message's essence and adapting it for another language, they underscore the multifaceted role of the translator in achieving effective communication across linguistic boundaries.

Bellos (2011) presents a comprehensive examination of the translation process, arguing that it is fundamentally an act of interpretation rather than mere word replacement. He emphasises that effective translation involves capturing the nuances and intentions of the original text while simultaneously making it accessible and relevant for the target audience. According to Bellos, translators must navigate various linguistic and cultural dimensions to convey the original message accurately. His work highlights the vital role of context in translation, asserting that understanding the subtleties of both the source and target languages is crucial for achieving fidelity and clarity in translated works.

Munday (2016) delves into the intricacies of the translation process, asserting that it goes beyond mere linguistic conversion and encompasses a comprehensive understanding of the source material. He argues that to translate effectively, one must consider the cultural and contextual elements that influence both the original text and its intended audience. Munday emphasises the importance of fidelity to the original meaning while also adapting the message in a way that resonates with the target language readers. His analysis underscores the translator's role as a mediator, navigating complex linguistic landscapes to ensure clear and contextualised communication across different languages.

Nida and Reyburn (1981) investigate the fundamental principles of translation, highlighting that the process is not simply about substituting words from

one language to another but involves a deep understanding of meaning and context. They assert that effective translation requires attention to both linguistic structure and cultural nuances that shape communication. Their work emphasises the importance of conveying the original message's intent while ensuring it remains relevant and comprehensible to the target audience. By focusing on the relational aspects of language, Nida and Reyburn (1981) provide a framework for translators to navigate the complexities of cross-cultural exchanges, advocating for a balance between fidelity to the source text and adaptability in the target language.

According to Nida and Reyburn (1981), the concept of equivalence in translation refers to the relationships between the source and target texts, aiming to achieve an equivalent effect on the audience. Naturalness involves ensuring that the translated text reads smoothly and naturally in the target language, while closeness pertains to how accurately the translation reflects the nuances and intentions of the original message. Achieving a balance among these aspects is crucial for effective translation, as it allows the translator to convey the intended meaning while maintaining the readability and fluidity of the target language.

For example, in Islamic finance, the term بيع النجش (Bayʿ al-Najash) refers to a prohibited practice of deceiving and inciting a potential buyer of goods during the course of pre-sale negotiations or bidding to secure a greater value for the goods. This necessitates the application of functional equivalence to convey an equivalent message in the closest natural manner or the first level of the meaning ect. This study relies on two main theories: Functional theory and Skopos theory. Functional theory will be used to analyse data conveyed in the closest natural equivalent and

first-level meaning and Skopos will be used in analysing data that has been translated based on its purpose and adherence to the five principles.

2.2.4.2. Skopos Theory. In the domain of translation studies, the evaluation of translation quality has traditionally relied on criteria such as "equivalence" or "faithfulness" to the original text. This approach tends to be oversimplified and somewhat stereotypical. While it may guide practice and provide a measure of standardisation in translation, it overlooks other important factors, given the complex nature of translation as a human activity that merits a descriptive approach. The Skopos theory, proposed by Vermeer (2013), offers a fresh perspective by conceptualising translation as a purposeful action, thereby redefining the relationships between the source text, target text, translation concepts, the translator's role, and translation strategies. Emerging from Germany in the 1970s, Skopos theory diverges from traditional source-oriented views. Vermeer argues that every action, including translation, mandates a purpose, which is typically assigned through a commission. This theory addresses limitations present in conventional translation approaches by asserting that notions of right or wrong, as well as faithfulness or unfaithfulness, are less relevant; the translation purpose dictates the translation method. Skopos, a Greek term meaning "aim" or "purpose," became a technical term in translation theory through Vermeer’s (2013) work and emphasizes that the aim of a text governs the chosen translation strategies, challenging the traditional focus on the source text and its impact on the reader or the author's intent.

Reiss and Vermeer (2013) propose a comprehensive theory of translation applicable to all texts. They provide an in-depth discussion of Vermeer's Skopos theory and integrate Reiss's functional text-type model into this broader framework. According to their theory, which was detailed in 1984 (as cited in Munday, 2001, p. 119), there are six fundamental rules:

2.2.4.2.1. The purpose (Skopos) determines a translation (Targeted Text). The result of a translation should depend on its intended purpose. A translator needs to understand the goal of the text, whether to inform, educate, or entertain, which helps them choose the best way to translate. Knowing the purpose also guides decisions about the language style, word choice, length, and overall tone. It is important to consider the target audience carefully. For example, if translating financial texts, it is key to know whether it is meant for investors, the public, or internal use, as this will influence how the translation is done between English and Arabic.

2.2.4.2.2. A Targeted Text represents an offer of information within the target culture and target language, reflecting information from the source culture and source language. To effectively communicate with a target audience, translators need a deep understanding of both the audience's culture and language. This allows them to adapt elements from the source language to suit the target language and culture, ensuring the intended message and impact remain consistent. For instance, in financial translation between English and Arabic, knowledge of both cultures and their linguistic nuances is crucial.

2.2.4.2.3. Targeted Text does not establish a reversible offer of information. It is important to recognize that no translation can achieve complete accuracy. Even when a reverse translation is attempted, it will still fall short of being fully precise. This stems from the fact that languages often lack perfect one-to-one equivalents, both in terms of concepts and connotations. Additionally, some ideas may not be present in different cultures, and while adaptation and localisation can help, the results are rarely ideal. This situation allows for a more flexible approach to translating culturally specific terms, including those related to Islamic banking. As previously noted, there can be significant lexical gaps between English and Arabic. Consequently, this perspective supports the translation of Islamic banking terminology based on its intended purpose.

2.2.4.2.4. A Targeted Text must possess internal coherence. The importance of the objective being paramount does not imply that the translated document should lack a logical structure. It ought to be crafted in a rational sequence and with clarity to ensure that the intended message is effectively conveyed from the original text. Maintaining internal consistency is crucial in financial translations; the information should flow as intended and align with the source material. Any lack of coherence could result in misinterpretation by the audience, potentially leading to adverse effects, such as losing customers or deterring potential investors.

2.2.4.2.5. A Targeted Text must be coherent with the source text. Although the goal influences the target text, it is essential that the target text remains consistent with the source text regarding clarity and message accuracy. The objective may dictate the method employed, but the message must always align

with that of the source text. In financial translation, this principle must be strictly followed; any deviation in the name of achieving the intended purpose should not compromise the coherence of the target text. This is especially crucial for critical documents like financial reports, as inaccuracies could convey misleading information to the audience and lead to undesirable outcomes.

2.2.5 Critical Assessment of the Translation of Islamic Terminology

Al-Azzam (2005) discusses the challenges of translating Islamic terminology, highlighting several key factors that complicate the process.

First, he notes that Islamic terms are inherently divine and often lack direct equivalents in other languages. This complexity is further amplified by the rhetorical nature of Islamic language, which utilises techniques such as assonance and alliteration; these features are prominent in the original texts. Consequently, these terms encapsulate the essence of Islam and possess not only denotative meanings but also intricate connotations. Translators face the daunting task of carefully selecting the most fitting equivalent in the target language, if such an equivalent exists. Additionally, the rhetorical impact of a term may stem from its polysemous nature, where a single word can convey multiple meanings. The challenge intensifies as it is improbable that a target language will have a word that encompasses all these nuances.

Second, Al-Azzam (2005) points out that Islamic terms are closely interrelated with those from earlier faiths that were present in Makkah, including paganism, Judaism, and Christianity. Thus, translators must possess a foundational

understanding of these religions to effectively bridge connections between them and the Arabic language, which has assimilated terminology from these belief systems.

Third, he emphasises that the meanings of Islamic terms are anchored in the historical, geographical, and social contexts of their origins. The significance of these terms has evolved over time, making it challenging to reconcile their original meanings with contemporary interpretations, resulting in a significant gap that is difficult to bridge comprehensively.

Finally, Al-Azzam (2005) underscores the difficulties in capturing the connotative meanings of Islamic religious terms. Translators may convey certain aspects of the denotative meanings but often struggle to reflect the broader connotations. Emotive nuances, particularly in words and phrases, pose a substantial challenge, further complicating the translation process across differing cultural contexts.

Conclusion

In conclusion, this chapter has provided a comprehensive exploration of two key variables central to our research study: Islamic finance and the translation of financial discourse. The first section detailed the characteristics of Islamic finance and its relationship with Islamic banking, highlighting their significance within the framework of Islamic law and examining their cultural implications in a global context. Meanwhile, the second section addressed the complexities of translating financial terminology, focusing on the relationship between Islamic financial terms and cultural issues that practitioners may encounter. The introduction of theoretical frameworks, such as the equivalence and Skopos theories, elucidates the challenges

and best practices in achieving accurate technical translations. This foundational understanding paves the way for the subsequent chapters, which outline the research methodology, present the data analysis, and the discussion of the findings.

Chapter Three: Research Methodology, Data Analysis, and Discussion

Introduction

This chapter serves as the practical framework of the current research, translating the insights from the literature review into practice. It provides a detailed explanation of the research methodology used and presents the results of the analysis, accompanied by explanations and discussions. Structurally, the chapter is divided into three sections. The first section outlines the overall research methodology. The second section presents the main findings of the study. The third and the final section discusses the results, exploring implications for theory and practice, addressing encountered limitations, and proposing recommendations for future research endeavors.

3.1. Section One: Research Methodology

This section provides a detailed account of the research methodology employed in this study, offering an in-depth overview of its various components. It starts with an explanation of the study design, including the chosen approach and its rationale. It describes the population under study, specifying the characteristics and scope of the sample. The section continues by detailing the sample selection process. Furthermore, it outlines the variables under investigation and discusses the instruments used for data collection, emphasizing their validity and reliability. It also describes the procedures for data collection and analysis. Finally, it addresses the methodological limitations encountered during the study.

3.1.1. Research Paradigm

In academia, researchers should consider the philosophical assumption, which is necessary to figure out the philosophical elements that govern their research papers to understand the beliefs that guide its practice (Leavy, 2017). In fact, the research paradigm serves as the essential framework that directs the study's methodology, incorporating ontological, epistemological, and methodological assumptions (Kivunja & Kuyini, 2017). In this research, an interpretivist-constructivist paradigm is utilized, which suggests that reality is socially constructed and exists in multiple forms. This approach highlights the importance of subjective meanings, and an understanding grounded in context (Antwi & Hamza, 2015; Krauss, 2005). Interpretivism emphasizes the viewpoints of participants, while constructivism focuses on the collaborative development of knowledge through the interactions between the researcher and participants (Guba & Lincoln, 1994). Within this paradigm, subjectivity is a fundamental aspect, as the interpretations of data are influenced by the researcher's values and the participants experiences, which stands in contrast to the objectivity often associated with positivist paradigms (Patton, 2002).

3.1.2. Study Design

This study aims to explore the challenges faced by professional practitioners in translating financial terminologies, particularly within the context of Islamic banking. It seeks to examine patterns in translation and how translators navigate culturally and religiously bound financial concepts. To this end, a qualitative

approach was adopted to gain insight into the cultural, lexical, and religious factors that influence professional translators' choices and to elicit their insights and recommendations. A text-based translation task was also conducted to gather in-depth understanding of the translators' experiences when dealing with specialized Islamic financial terminology. This design enables a nuanced exploration of the topic, using this method allowed the researcher to explore how translation techniques are influenced by the translators' cultural awareness, lexical decision-making, and domain expertise — all central concerns of the study's research questions.

3.1.3. Population and Sample of the Study

The target population of this research consists of professional Arabic-English translators and university teachers who have practical translation experience or are involved in academic instructions, and who are familiar with the subject under investigation. As it is neither practical nor possible to work with the whole population, the study sample comprises of four participants. Two of them are professional translators with more than 15 years of experience, while the other two are university teachers, one of whom has a translation office. Thus, due to the participants' expertise, they are considered suitable for the study. This study used two different non-probability sampling techniques: convenience sampling and snowball sampling. Convenience sampling, which involves selecting participants who are readily accessible and willing to take part, was used to work with the two university teachers due to their availability and openness to contribute to the research. Snowball sampling, on the other hand, was applied with the two practicing Arabic-English translators through recommendations from the initial participants identified

by the researcher. The participants were chosen to evaluate texts that exhibit intricate cultural and linguistic characteristics, aiming to assess their proficiency and experience.

Initially, the study aimed to recruit more participants; however, several withdrew, resulting in a final sample of four who provided a robust dataset through detailed translations and insightful reflections on cultural, lexical, and strategic challenges, allowing for meaningful thematic analysis. for subsequent analysis. In fact, four participants deemed sufficient as the study's primary aim is not generalizing findings but rather revealing the key challenges that are frequently encountered in translating financial terminology. In addition, the nature of the qualitative research itself is gaining in-depth insights rather than achieving statistical representation.

3.1.3. Research Instruments

The research utilized one instrument which is text-based translation specifically to gather qualitative data as the primary and the only research tool to capture its insights. The researchers prepared five purposefully selected texts (Appendix A) that aimed to investigate the strategies and challenges of translating financial terms from Arabic to English. The translated texts were then compared to the original texts using thematic and lexical analysis. This comparison focused on how translators handled key Islamic financial terms, assessed the consistency of meaning, and identified patterns in translation strategies. This comparison is presented in section two.

3.1.3.1. Validating the Research Instruments. To ensure the validity and feasibility of the Arabic source texts used for translation, they were submitted to two experts for evaluation: a professional translator and a university teacher of translation. Validation was conducted through written feedback and annotated comments, focusing on several criteria, including terminological appropriateness, clarity, relevance to the field of Islamic finance and its suitability for translation, feasibility, and the presence of any ambiguities (Appendix B). Based on their suggestions, minor revisions were made to improve the quality and suitability of the texts for the study.

3.1.4. Data Collection and Analysis Procedures

The texts were not extracted randomly but purposely from different Islamic financial digital platforms and printed materials that are related to the Islamic Banking context (terminologies commonly used in the local Islamic banks). The data collection process was predominantly conducted in person, ensuring direct engagement and immediate clarification of any participant queries. This approach facilitated a high response rate and accurate data collection; they were selected based on specific terms that are relevant to the study.

3.1.5. Ethical considerations

Ethical considerations for this study were meticulously addressed to uphold the highest standards of research integrity. Informed consent (Appendix C) was obtained from all participants, ensuring they were fully aware of the study's purpose, procedures, and their right to withdraw at any time without penalty.

Confidentiality was rigorously maintained to protect participants' identities and personal information by using their own stumps that was agreed by the state or the number of their cerfticates. The research received approval from the head of the department (Appendix D), adhering to all institutional guidelines for ethical research. Data was securely stored and protected to prevent unauthorized access, ensuring the integrity and reliability of the research findings. Additionally, participants were assured that their responses would be used solely for academic purposes, further safeguarding their privacy and fostering a trustful research environment.

3.2. Section Two: Data Analysis

In this section, we delve into analysing the data obtained from the professional practitioners, particularly focusing on the strategies and the techniques that have been utilized.

3.2.1. Results Obtained from the Text-based Translation

3.2.1.1. Data Presentation of Translated Financial texts – Participant 1.

Before moving to the interpretation, it is important to highlight that the participants' answers (Appendix E) were tabulated, featuring distinct columns for the original source texts, relevant terms, and the corresponding targeted text. This clear presentation enhances comprehension and allows for quick, side-by-side comparisons, making it a valuable tool for understanding and engaging with the materials. This tabulated format facilitated a comprehensive examination of the

qualitative findings, enabling straightforward comparison and interpretation. During the analysis, the researchers were checking the word choices, the cultural details, accuracy of meaning, and sentence structures. Trying as well to check how well each translator conveys the original texts' details and subtleties without changing or leaving anything out. Lastly, comprehensive notes are meticulously recorded to highlight the unique strengths and weaknesses identified in each translation, and the strategies used to ensure that every nuance is captured for optimal improvement and proposing better solutions.

Table 2

Data presentation of Translated financial texts – Respondent 1

Respondent 01	
The original texts	Target Text
Text 01 بيع السلم جائز إذا استوفى شروطه الشرعية ولم يتضمن في حكمه بيع الغرر. ومن أنواع البيوع المشروعة: االجارة المنتهية بالتمليك، والمضاربة، والمساقاة، واالستصناع، والسلم الموازي، والبيع بالثمن الحاضر	Salam sale is permissible if it meets its legal conditions and did not contain in its judgement selling gharrar ; involving uncertainty in the contractual obligation. Among the legitimate sales: the expired lease by sale and lease back and speculation and coursen and istisna and parallel salam and selling at the present price.
تُستخدم صيغة المرابحة للآمر بالشراء في تلبية احتياجات المتعاملين مثل شراء	The Murabaha on purchase order is used to meet customer needs such as purchasing a house or a car or equipments. But the necessary

element for the validity of this contract is that the bank should own the commodity before selling it to the customer and to bear its guarantee during the period of possession otherwise the contract would be just a form that could not achieve the purpose of the Sharia'aa in the Islamic finance.	سكن أو سيارة أو تجهيزات. لكن الضروري لصحة هذا العقد هو أن يتملك المصرف السلعة قبل بيعها للمتعامل، وأن يتحمل ضمانها خلال فترة الحيازة، وإلا كان العقد صورياء لا يحقق مصادر الشريعة في التمويل الإسلامي
The Tawarruq contract is using in meeting needs such as paying off a debt or a marriage, or a treatment, that is why the purpose of using it is to grant funding and management of liquidity, but binding order to implement the contract is that the client should be in great need for cash and he could not get it through other contracts form or from any other source, then it is not allowed to use this contract since the bank adopts its use in several forms which are against the Sharea and main principles of the islamic banking.	يستخدم عقد التورق في قضاء الحاجات مثل قضاء دين أو زواج أو علاج، لذا فالهدف منه منح التمويل وإدارة السيولة إلا أن الأمر الملزم لتطبيق هذا العقد هو أن يكون العميل بحاجة كبيرة للنقد ولا يستطيع الحصول عليه من أشكال العقود الأخرى أو من أي مصدر آخر وغير ذلك لا يجوز العمل بهذا العقد، حيث اعتمدت البنوك استخدامه في أشكال عديدة تعارض الشريعة والمبادئ الأساسية للصيرفة الإسلامية.

The proper formula for participation is that the bank and the dealer buy together the goods as partners and not under the shape of sample, if the bank buys the goods and sell it to the dealer in instalments and then resell it by cash with a small price, that is an image of the images of selling the sample that it is prohibited by the law, the different between the price is what we call usuary which is prohibited in islamic law.	الصيغة السليمة للمشاركة الحقيقية هي أن المصرف والمتعامل يشتريان السلعة معاً بصفة شركاء، وليس بأسلوب العينة. فإذا قام المصرف بشراء السلعة، ثم بيعها للمتعامل بالتقسيط، ثم يعيد المتعامل بيعها نقداً بسعر أقل، فهذه صورة من صور بيع العينة المنهي عنها شرعاً والفرق بين السعرين يمثل الربا المحرم.
Selling trust is allowed if it does not contain a kind of forbidden sales such as rigging the market, among the kinds of selling trust is loyalty sale and asylum sale and murabaha and wadia, contribution and delayed sale or selling with market price.	بيع الامانة جائز إذا لم يتضمن نوعا من أنواع البيوع المحرمة، مثل بيع النجش ومن انواع بيع الأمانة هي بيع الوفاء وبيع التّلجئة، و بيع المرابحة، والوضيعة، والإشراك، والبيع المسترسل أو البيع بسعر السوق

Table 3

Details of Financial Terminologies from the Text- Respondent 1

ext	Source Terms	Translation	Translation strategy adopted
ext 01	بيع السلم- بيع الغرر- البيوع المشروعة- الإجارة المنتهية بالتمليك- المضاربة- المساقاة- الاستصناع- السلم الموازي- البيع بالثمن الحاضر-	-Salam sale -Selling gharar - Legitimate sale -The expired lease by sale -Lease back and speculation - Coursen -Istisna -Parallel salam	-Transliteration -Transliteration -Literal Translation -Literal Translation -Literal Translation -Literal Translation -Transliteration -Transliteration - Literal Translation

		-Selling at the present price	
ext 02	المرابح -ة للآمر بالشراء السلعة - مقاصد -الشريعة التمويل -الاسلامي	- Murabaha on purchase order - Commodity - Purpose of Shari’a law Islamic finance	- Transliteration and Literal Translation - Literal Translation - Transliteration and Literal Translation - Literal Translation
ext 03	عقد -التورق إدارة -السيولة الصير -فة الإسلامية	- Tawarruq contract - Management of Liquidity -Islamic banking	- Transliteration and Literal Translation -Literal Translation -Literal Translation

ext 04	أسلوب -العينة بيع -العينة -الربا	-The shape of sample -Selling the sample Usury	-Literal Translation -Literal Translation -Literal Translation
ext 05	بيع -الأمانة البيوع -المحرمة بيع -النجش بيع -الوفاء بيع -التلجنة بيع -المرابحة الوضيع -ة الاشراك -	-Selling trust - Forbidden sales -Rigging -Loyalty sale -Asylum sale - Murabaha sale -Wadia - Contribution - Delayed sale	-Literal Translation -Literal Translation -Literal Translation -Literal Translation -Literal Translation - Transliteration and Literal Translation - Transliteration -Literal Translation

	البيع -المسترسل البيع -بسعر السوق	-Selling with market price	-Literal Translation -Literal Translation

3.2.1.2. Brief Definitions of the Terms.

Al-salam sale (بيع السلم**):** refers to a transaction in which the buyer pays the full purchase price at the time the contract is signed, while the delivery of the goods is postponed to a later date. This type of agreement is commonly utilized, particularly in agricultural settings, as it facilitates trading activities and provides producers with easier access to necessary funds.

Bai al-gharar (بيع الغرر**):** The "sale of uncertainty" refers to a type of transaction where the outcome is not well-defined, leading to ambiguity regarding essential contract elements such as price, the item being sold, or the delivery terms. In the context of Islamic finance, such sales are not allowed because they involve significant risk and uncertainty, which can create unjust conditions for the parties involved in the contract.

Al-buyu al-mashrua (البيوع المشروعة**):** Permissible sales refer to various types of sales agreements that adhere to Islamic legal principles, known as Shariah. These contracts intentionally avoid certain prohibited elements, such as interest (riba), excessive uncertainty (gharar), and gambling *(maysir)*. Some common examples of permissible sales include spot sales, salam contracts, istisnaʿ agreements, and *murabaha* transactions.

Al-ijarah al-muntahiyah bi-tamlik (الاجارة المنتهية بالتمليك**):** Lease-to-own is a contractual arrangement in which a client rents an asset from a financier for a predetermined duration. During this period, the client commits to acquiring ownership of the asset over time. This ownership transfer can occur through various means, such as a separate sales agreement, a gift, or a series of payments made throughout the lease term, ultimately culminating in full ownership at the end of the lease period.

Al-muḍaraba (المضاربة**):** A profit-sharing partnership is a collaborative arrangement between two parties: one party acts as the investor, supplying the necessary capital, while the other serves as the entrepreneur, contributing expertise and management skills. In this partnership, profits generated are distributed according to a previously agreed-upon ratio. Importantly, any losses incurred are solely the responsibility of the investor, unless it can be demonstrated that negligence occurred.

Al-musaqah (المساقاة**):** An irrigation partnership is a type of agricultural collaboration in which one party contributes land and trees, while the other party supplies irrigation services and maintenance. In return, both parties share the yield from the harvest. This arrangement is often utilized in the cultivation of orchards and date plantations.

Al-istisna (المساقاة**):** A manufacturing contract is an agreement in which a specific product is sold before it is created. In this arrangement, the manufacturer commits to producing and delivering the item at a predetermined future date for a set price.

This type of contract allows for customization of the product and offers flexibility in terms of delivery options.

Parallel salam (السلم الموازي): A back-to-back advance payment sale involves a seller entering into two separate salam contracts to ensure timely delivery of goods. In this arrangement, the first salam contract requires the seller to receive payment in advance for goods that will be delivered at a later date. To fulfill this obligation, the seller concurrently establishes a second salam contract. This structure is designed to adhere to Islamic law, which prohibits the sale of goods that the seller does not own at the time of the transaction. By managing these agreements independently, the seller can effectively secure the necessary resources to meet their commitments.

Al-bay bil-thaman al-haadir (البيع بالثمن الحاضر): In trust-based sales, the seller openly shares the original cost of the item and adds a predetermined profit margin. This approach emphasizes transparency and integrity in transactions and encompasses methods such as *Murabaha, Tawliyah, and Wadi'ah.* The key principle is to foster trust between the buyer and seller through honesty and clear communication.

Murabaha lil-amir bil-shira (مرابحة بالشراء): Cost-plus financing refers to a financial arrangement in which a bank purchases a specific item on behalf of a customer. The bank then sells this item to the customer at a predetermined profit margin. Payment for the item is usually made in instalments or at a later date, allowing for greater financial flexibility for the customer.

As-sila (السلعة): In the context of Islamic finance, a commodity or good is defined as a tangible item that is part of a financial transaction, which may involve

selling, buying, or financing activities. It is essential that this item is permissible, or halal, and complies with the principles of Shariah law.

Maqasid ashari'ah (مقاصد الشريعة**):** The objectives of Islamic law, known as Shariah, focus on safeguarding five essential elements: faith, life, intellect, family, and wealth. These elements serve as the foundational ethical principles that guide legal decisions within Islam.

At-tamwil al-islami (التمويل الاسلامي**):** Islamic finance refers to a financial system that operates in accordance with Shariah law. This framework prohibits the charging of interest (riba) and emphasizes the importance of shared risk and ethical investment practices. Additionally, transactions within Islamic finance must be backed by tangible assets, ensuring that investments are grounded in real economic activity.

Aqd atawarruq (عقد التورق**)**: A commodity-based liquidity contract is a financial arrangement where a client purchases a commodity from a financial institution with a deferred payment plan. The client then sells this commodity to a third party for immediate cash. This process allows the client to access liquidity while adhering to Shariah principles, which guide ethical financial practices in Islamic finance.

Idarat a-Sayoola (إدارة السيولة**):** Liquidity management is the strategy used by Islamic financial institutions to guarantee they possess enough cash or assets that can quickly be converted to cash. This ensures they can fulfill their short-term financial responsibilities while adhering to Shariah principles.

As-seerfah al-Islamiyah (الصيرفة الإسلامية): Islamic banking refers to a financial system that operates in line with Islamic law, known as Shariah. This system prohibits the practice of charging or paying interest, referred to as riba. Instead, Islamic banking focuses on ethical investment practices, encourages shared risk among parties, and relies on financing that is backed by tangible assets.

Usloob al-ainah (أسلوب العينة): A financing method where a seller first sells an item to a buyer with the understanding that payment will be made later, and then immediately buys back the same item from the buyer at a lower price. Although this approach meets the technical requirements of a sales agreement, it faces criticism from many Islamic scholars because it resembles an interest-based loan. As a result, it is often seen as impermissible since it raises concerns about evading the rules against usury.

Bay‘ al-ainah (بيع العينة): A type of transaction in which a seller sells an item to a buyer but allows the buyer to pay for it later. After some time, the seller then repurchases the item from the buyer at a lower cash price. Although this arrangement might meet certain formal legal requirements, it is often discouraged because it closely resembles the concept of riba, or interest, which is generally prohibited in many financial contexts.

Riba(الربا): Usury or interest. This refers to any unjustified increase in capital, whether through loans or sales. Islam views riba as unfair and exploitative, and it is strictly prohibited.

Bay al-Amanah (بيع الأمانة): A trust sale refers to a type of transaction where the seller openly shares the original purchase price of an item and agrees on a specific profit

margin for the sale. This approach promotes honesty and transparency and includes various methods such as *Murabaha, Tawliyah, and Wadi'ah*. The key focus of these transactions is to ensure that both parties are aware of the terms, fostering trust in the sales process.

Al-Buyou al-Muharramah (البيوع المحرمة**):** Prohibited sales refer to sales agreements that are not allowed under Islamic law. These prohibitions arise from factors such as riba, which means interest; gharar, which signifies excessive uncertainty; deception; or the sale of goods and practices considered haram or forbidden.

Bay anajsh(بيع النجش**):** Inflated bidding is a misleading practice where an individual artificially raises the price of an item by placing bids without the intention of making a purchase. The purpose of this tactic is to deceive genuine buyers into believing that there is greater demand for the item than there actually is. In Islam, such practices are considered dishonest and are prohibited.

Bay al-Wafa (بيع الوفاء**):** A sale with a repurchase condition is an agreement in which the seller commits to buy back the item that has been sold at a later time. This type of arrangement is often viewed negatively because it resembles interest-based secured loans, which are typically discouraged in certain financial and ethical contexts.

Bay at-Taljiah(بيع التلجنة**):** A compelled sale refers to a transaction made under pressure or coercion, meaning that it does not accurately represent the seller's true intentions. In Islamic law, such sales are considered either invalid or subject to cancellation.

Bay al-Murabaha (بيع المرابحة**):** A cost-plus sale refers to a sales method in which the

seller openly shares the cost of the item purchased and then adds a predetermined profit margin to that cost. This approach is often utilized in Islamic finance, particularly for financing based on tangible assets. By being transparent about the costs involved and the additional profit, both parties can have a clearer understanding of the transaction.

Al-Wadi-ah (الوضيعة**):** A discounted trust sale occurs when the seller offers an item for a price that is lower than its original cost. By doing this, the seller openly acknowledges that they are accepting a loss on the sale. This method demonstrates a commitment to honesty and clarity in business transactions, fostering trust between the seller and the buyer.

Al-ishrak (الاشراك**):** Joint ownership or partnership refers to a situation where two or more individuals share ownership or profits related to a sale. The acceptability of such arrangements can vary under Islamic law based on their specific structure and the intentions behind them. Some partnerships may be allowed, while others might face restrictions.

Al-Bay al-Mustarsil (البيع المسترسل**):** The term refers to a situation in which a seller takes advantage of a buyer who lacks knowledge or experience. This practice exploits the buyer's ignorance and is regarded as unethical. In Islam, it is strongly discouraged because it undermines fairness in transactions.

Al-Bay bi-Sir asooq (البيع بسعر السوق**):** A sale at market price refers to a transaction conducted at the current market rate without establishing a predetermined price. This type of sale is typically allowed as long as both parties agree, and the principles of fairness are upheld.

3.2.1.3. Discussion and Analysis of the Respondents Translations.

3.2.1.3.1. Discussion and Analysis of Terms in Text 1 by Respondent 1. This section examines nine terms—six drawn from Islamic finance and three from general financial terminology. A mixed strategy was employed by the respondent, combining transliteration with direct translation. For example, the term بيع السلم appears as "Salam sale," where "Salam" is retained in its original form and "sale" rendered literally. Although this approach maintains the formal structure of the term, an alternative such as "forward sale" may improve clarity for readers without specialized knowledge. The same technique is evident in the translation of بيع الغرر as "selling gharar," which also relies on transliteration without explanation, potentially hindering comprehension for those unfamiliar with Islamic finance. In contrast, البيوع المشروعة was rendered as "legitimate sale," a literal translation that conveys the intended meaning appropriately in both semantic and contextual terms. However, the phrase الإجارة المنتهية بالتمليك was translated as "the expired lease by sale," a grammatically awkward construction. A clearer version such as "lease ending with ownership" would offer greater intelligibility. The terms المضاربة, المساقاة, andالإستصناع were translated using a combination of transliteration and literal translation. For instance, "Istisna" was left in its Arabic form, which is generally acceptable for culturally embedded concepts, although the absence of clarification may affect reader comprehension. In contrast, المساقاة was rendered as "Coursen" which is no exact term and have no relation in the islamic financial concept and for المضاربة was translated as "speculation" which is the accurate term in this concept. Similarly, السلم الموازي became "parallel salam," a phrase that mirrors the original form but lacks

additional context. On the other hand, البيع بالثمن الحاضر was rendered as "selling at the present price," a literal translation that communicates the concept clearly. While much of the original meaning is preserved, certain terms would benefit from supplementary explanation to enhance clarity, particularly when viewed through the lens of Skopos theory, which emphasizes adaptation to the needs of the target audience.

3.2.1.3.2. Discussion and Analysis of Terms in Text 2 by Respondent 1. This text introduces four terms: three related to Islamic finance and one more general financial concept. The respondent continued using a blend of transliteration and direct translation. Forالمرابحة للآمر بالشراء, the phrase "Murabaha on purchase order" adheres to the same hybrid strategy. Although this construction is commonly found in Islamic financial literature, its meaning might remain opaque without further explanation. Including a brief explanatory phrase would likely enhance its communicative value. The general financial term السلعة was translated as "commodity," which is accurate and contextually suitable. As for مقاصد الشريعة, it appeared as "purpose of Shari'a law." While this translation reflects the religious and cultural significance of the term, using the singular "purpose" might not fully capture the plural form in Arabic, though the general concept is conveyed. The phrase التمويل الاسلامي was rendered as "Islamic finance," an established and widely accepted term. Overall, the meaning and form are maintained across this text, though minimal elaboration could strengthen communicative precision in contextually complex terms.

3.2.1.3.3. Discussion and Analysis of Terms in Text 3 by Respondent 1. Three

terms are present in this text, one specific to Islamic finance and two more general financial expressions. The respondent retained the same translation method, alternating between transliteration and literal phrasing. The term عقد التورق was translated as “Tawarruq contract,” maintaining the original concept through transliteration while rendering the functional descriptor in English. This is a reasonable approach for culturally specific finance-related terminology, although the lack of clarification could impede understanding for a general audience. In contrast, إدارة السيولة was translated as “management of liquidity,” which is both accurate and accessible. Similarly,الصيرفة الإسلامية became “Islamic banking,” a standard term requiring no further clarification. The overall strategy functions well for general financial expressions, although terminology specific to Islamic jurisprudence may require additional contextual cues to meet Skopos theory's emphasis on communicative functionality.

3.2.1.3.4. Discussion and Analysis of Terms in Text 4 by Respondent 1. Three Islamic finance terms are discussed in this text. Literal translation was employed in each case, with mixed results. The phrase أسلوب العينة appeared as “the shape of sample,” which is both grammatically awkward and semantically vague. The literal nature of this translation fails to communicate the procedural or contractual significance of the original Arabic. Similarly,بيع العينة was rendered as “selling the sample,” a construction that does not adequately express the financial or legal implications embedded in the term. These instances suggest that literal translation can obscure meaning when dealing with culturally specific contracts. A more informed strategy incorporating paraphrase or brief clarification would offer greater

communicative clarity and align more closely with the principles of Skopos theory. In contrast, the term الربا was translated as “usury,” a widely accepted English equivalent that captures both the moral and economic weight of the Arabic concept. In this case, the chosen term reflects dynamic equivalence as outlined by Nida 1964 and communicates effectively within the target culture.

3.2.1.3.5. Discussion and Analysis of Terms in Text 5 by Respondent 1. Ten Islamic finance terms appear in the fifth text, most of which relate to various forms of sales contracts. The respondent applied a combination of literal translation and transliteration, though several literal renderings lack idiomatic fluency or contextual precision. For instance, بيع الأمانة became “selling trust,” an awkward phrase in English. Alternatives such as “trust-based sale” would convey the intended meaning more naturally. The term البيوع المحرمة was rendered as “forbidden sales,” a translation that is both accurate and functionally appropriate. Conversely, بيع النجش was translated as “rigging,” a simplification that omits its connection to deceptive bidding practices. A combination of transliteration and brief explanation could have better reflected the contractual and ethical dimensions of the term. Similarly, بيع الوفاء and بيع التلجنة were translated as “loyalty sale” and “asylum sale,” respectively. While these renderings are literal, they lack resonance in English and fail to convey the legal and financial nuances inherent in the original expressions. In the case of بيع لمرابحة, the phrase “Murabaha sale” combines transliteration and translation, a standard practice in Islamic finance literature that generally facilitates understanding. Other terms present similar challenges. الوضيعة was transliterated as “Wadia,” which preserves the term but may require explanation for clarity. الاشراك

appeared as “contribution,” a broad term that may lack specificity in this context. البيع المسترسل and البيع بسعر السوق were rendered as “delayed sale” and “selling with market price.” Though generally intelligible, these phrases could be refined for idiomatic precision; for instance, “market-price sale” would likely be clearer and more consistent with English financial terminology. While the translations succeed in conveying basic meaning, the translator relies heavily on literal approaches that limit the concepts functional effectiveness, particularly when judged against Skopos theory, which calls for audience-oriented translation strategies.

Table 4

Data presentation of Translated financial texts – Respondent 2

Respondent 02	
The original texts	Target Text
Text 01 بيع السلم جائز إذا استوفى شروطه الشرعية ولم يتضمن في حكمه بيع الغرر. ومن أنواع البيوع المشروعة: الإجارة المنتهية بالتمليك، والمضاربة، والمساقاة، والاستصناع،والسلم الموازي، والبيع بالثمن الحاضر	The ladder sale is licit if the actors accomplish all its legal conditions, and they do not include inside its rule: the Gharar selling. also, there are other legal selling forms. lease sale finished by possession, speculation, elaborating (Musaqat), personnel paid command (Istinsaa), parallel staircase and the selling at the present price.
Text02 تُستخدم صيغة المرابحة للآمر بالشراء في تلبية احتياجات المتعاملين مثل شراء	The form of sale on mutual agreed profit or Murabaha is employed for the

order of buying in the case of fulfilling customer's needs: such as buying a house, a car, or equipments, but the conformity of this kind of contact is linked with the ownership of the commodity by the bank before selling it to the operator and also, the bank must guaranteed or insure it while the possession period of the product, if not the contact it will be formally, and will not realise the Sharia'aa purposes in islamic finance.	سكن أو سيارة أو تجهيزات. لكن الضروري لصحة هذا العقد هو أن يتملك المصرف السلعة قبل بيعها للمتعامل، وأن يتحمل ضمانها خلال فترة الحيازة، وإلا كان العقد صورياً لا يحقق مصادر الشريعة في التمويل الإسلامي
The Tawaruq contact is employed for fulfilling needs such as paying off a debt, marriage or cure. its purpose is giving finance and liquidity management. it is applied when the client is really in need, for a lot of money (some), while he cannot obtain liquidity by other contract forms or other resources, except of that, it illegal to procedure this act, although banks have many forms of this act which disagree with Sharia and it's essential principles for Islamic finance.	Text03 يستخدم عقد التورق في قضاء الحاجات مثل قضاء دين أو زواج أو علاج، لذا فالهدف منه منح التمويل وإدارة السيولة إلا أن الأمر الملزم لتطبيق هذا العقد هو أن يكون العميل بحاجة كبيرة للنقد ولا يستطيع الحصول عليه من أشكال العقود الأخرى أو من أي مصدر آخر وغير ذلك لا يجوز العمل بهذا العقد، حيث اعتمدت البنوك استخدامه في أشكال عديدة تعارض الشريعة والمبادئ الأساسية للصيرفة الإسلامية.

Text04 الصيغة السليمة للمشاركة الحقيقية هي أن المصرف والمتعامل يشتريان السلعة معاً بصفة شركاء، وليس بأسلوب العينة. فإذا قام المصرف بشراء السلعة، ثم بيعها للمتعامل بالتقسيط، ثم يعيد المتعامل بيعها نقداً بسعر أقل، فهذه صورة من صور بيع العينة المنهي عنها شرعاً والفرق بين السعرين يمثل الربا المحرم.	The real and secure form is when the bank and the client buy together the commodity like partners, but not by the sample sale form (Aina), when the bank buys the merchandise then resell it to the customer using a time-payment method (instalment), later, the client sell it again in pieces, cheaply. Thus, is one of the sample sale figures forbidden by Islam because the difference in price is called usury (Riba) which is illicit.
Text05 بيع الامانة جائز إذا لم يتضمن نوعا من أنواع البيوع المحرمة، مثل بيع النجش ومن انواع بيع الأمانة هي بيع الوفاء وبيع التّلجئة، و ـبيع المرابحة، والوضيعة، والإشراك، والبيع المسترسل أو البيع بسعر السوق	Trust based sale is legal whenever it doesn't include one of the illicit sale forms like false offer price selling (Najash), rather than types of Trust based sale - loyalty sale, Taljina sale, (Murabaha sale), loss estate selling ,copartener sale, [Mustarsol sale] or sell at market price.

Table 5

Details of Financial Terminologies from the Text- Respondent 2

ext	Source Terms	Translation	Translation strategy adopted
ext 01	بيع -السلم بيع -الغرر البيوع -المشروعة الإجارة المنتهية -بالتمليك المضار -بة المساق -اة الاست -صناع السلم -الموازي البيع -بالثمن الحاضر	-The ladder sale -Gharar selling -Legal selling forms -Lease sale finished by possession - Speculation - Elaborating (Musaqat) - Personnel paid command (Istinsaa) -Parallel staircase	- Transliteration - Transliteration -Literal Translation -Literal Translation -Literal Translation -Literal translation and Transliteration -Literal translation and Transliteration - Literal Translation - Literal Translation

		-Selling at the present price	
ext 02	المرابح -ة للآمر بالشراء السلعة - مقاصد -الشريعة التمويل -الاسلامي	-Sale on mutual agreed profit - Commodity -Shariaa purposes -Islamic finance	-Literal Translation - Literal Translation - Transliteration and Literal Translation -Literal Translation
ext 03	عقد -التورق إدارة -السيولة الصير -فة الإسلامية	- Tawarruq contract - Liquidity management -Islamic finance	- Transliteration and Literal Translation -Literal Translation -Literal Translation
ext 04	أسلوب -العينة	-The sample sale form (Aina)	- Transliteration and Literal Translation

	بيع -العينة -الربا	-The sample sale -Usury (Riba)	-Literal Translation - Transliteration and Literal Translation
ext 05	بيع -الأمانة البيوع -المحرمة بيع -النجش بيع -الوفاء بيع -التلجنة بيع -المرابحة الوضيع -ة الاشراك - البيع -المسترسل	-Trust based sale -Illicit sale forms -False offer price selling (Najash) -Loyalty sale -Taljina sale - Murabaha sale -Loss estate selling - Copartener sale	-Literal Translation -Literal Translation - Transliteration and Praphrasing -Literal Translation - Transliteration and Literal Translation - Transliteration and Literal Translation -Literal Translation

-Literal Translation - Transliteration and Literal Translation -Literal Translation	- Mustarsol sale -Sell at market price	البيع -بسعر السوق	

3.2.1.4. Discussion and Analysis of the Respondent 2 Translations.

3.2.1.4.1. Discussion and Analysis of Terms in Text 1 by Respondent 2. This section examines nine terms—six drawn from Islamic finance and three from general financial terminology. A mixed strategy was employed by the respondent, combining transliteration with literal translation. For example, the term بيع السلم rendered as "Ladder sale" where the translator here mispronounced the word السلم and consider it as construction material and have no meaning in the context. For بيع الغرر the practitioner used the mixed the strategies where he retained the term of "Gharar" and selling rendered literally. In contrast, البيوع المشروعة was rendered as "legal selling forms," a literal translation that conveys the intended meaning appropriately in both semantic and contextual terms. For الإجارة المنتهية بالتمليك was translated as "lease sale finished by possession" which gives more accurate meaning referring to the context.

The terms المساقاة ، المضاربة ، الإستصناع were translated using a combination of transliteration and literal translation. For instance, "Istisnaa" was left by its Arabic form by adding a literal translation "personnel paid command" and for المضاربة it is

rendered as speculation which the correct and exact term in the financial field, additionally المساقاة which also processed with both strategies and rendered as elaborating which is not the exact meaning that was in the context. Similarly, السلم الموازي became “parallel staircase”, a phrase that mirrors the original form but lacks additional context as the same mentioned in بيع السلم. On the other hand, الحاضر بالثمن البيع was rendered as “selling at the present price,” a literal translation that communicates the concept clearly. While much of the original meaning is preserved, certain terms would benefit from supplementary explanation to enhance clarity, particularly when viewed through the lens of Skopos theory, which emphasizes adaptation to the needs of the target audience.

3.2.1.4.2. Discussion and Analysis of Terms in Text 2 by Respondent 2. The next segment introduces four terms: three related to Islamic finance and one more general financial concept. The respondent continued using a blend of transliteration and direct translation. For المرابحة للآمر بالشراء was translated as “Sale on mutual agreed profit” a literal translation was used on this term to keep the same financial concept as it is, and non-ambiguity have. The general financial term السلعة was translated as “commodity,” which is accurate and contextually suitable. For مقاصد الشريعة it was rendered as “ Sharia’a purposes” while this translation reflects the religious and cultural significance of the term, using the plural “purpose” fully capture the plural form in Arabic, though the general concept is conveyed. Additionally, the term of was rendered as “Islamic finance,” an established and widely accepted term. Overall, the meaning and form are maintained across this segment, though minimal elaboration could strengthen communicative precision in

contextually complex terms.

3.2.1.4.3. Discussion and Analysis of Terms in Text 3 by Respondent 2. Three terms are present in the following section: one specific to Islamic finance and two more general financial expressions. The respondent retained the same translation method, alternating between transliteration and literal phrasing. The term عقد التورق was translated as “Tawarruq contract,” maintaining the original concept through transliteration while rendering the functional descriptor in English. This is a reasonable approach for culturally specific finance-related terminology, although the lack of clarification could impede understanding for a general audience. In contrast, إدارة السيولة was rendered as “liquidity management” which is both accurate and accessible. Additionally, الصيرفة الإسلامية become “Islamic finance” for the first impression it looks like a correct translation but there is a difference between the Islamic banking and finance. The overall strategy functions well for general financial expressions, although terminology specific to Islamic jurisprudence may require additional contextual cues to meet Skopos theory's emphasis on communicative functionality.

3.2.1.4.4. Discussion and Analysis of Terms in Text 4 by Respondent 2. Three Islamic finance terms are discussed in the subsequent section. Literal translation and Transliteration were employed in each case, with mixed results. The phrase أسلوب العينة appeared as “The sample sale form (Aina)”, the translation is both awkward in terms of grammar and unclear in meaning. It does not effectively convey the procedural or contractual implications of the original Arabic text and adding the

term “Aina” to preserve the original word in the context. In the same way, the phrase بيع العينة was interpreted as “sample sale,” a translation that fails to fully capture the financial or legal nuances associated with the term. These examples indicate that a straightforward translation can mask the true meaning when it comes to contracts that are culturally specific. A more effective approach that includes paraphrasing or providing brief explanations would enhance communication clarity and better adhere to the principles outlined in Skopos theory. The term الربا was rendered as "usury," a commonly accepted English equivalent that conveys both the ethical and financial implications of the Arabic idea. In this context, the selected term demonstrates dynamic equivalence as described by Nida and resonates well within the target culture.

3.2.1.4.2. Discussion and Analysis of Terms in Text 5 by Respondent 2. A selection of ten terms from Islamic finance will be presented in the upcoming section, primarily focusing on different types of sales agreements. The individual used both literal translations and transliterations, although some of the direct translations lack natural phrasing or contextual accuracy. For instance, بيع الأمانة become “trust-based sale” which this translation conveys the literal and the financial meaning. For the term البيوع المحرمة was rendered as “illicit sale forms” which is an appropriate translation and convey the meaning from a cultural perspective. Conversely, the translator applied both explanation and transliteration in the term بيع النجش which become “false offer price selling (Najash)” and that give an appropriate and accurate meaning in the financial context by using transliteration and paraphrasing. Additionally, بيع الوفاء was rendered as “loyalty sale” which is an

obvious literal translation, but it fails to convey the financial original context. For both terms بيع التجلنة and بيع المرابحة was translated as “Taljina sale and Murabaha sale”, they combine transliteration and literal translation, and both require an explanation to convey the exact and appropriate meaning. Similarly, for الوضيعة and الاشراك was rendered “loss estate selling, co-partner sale” a literal translation was adopted in these terms and they both convey the financial concept. For البيع المسترسل it was translated as “Mustarsol sale” which need an explanation for conveying the appropriate meaning without ambiguity. Finally, البيع بسعر السوق was rendered as “sell at market price” which is grammatically awkward and need rectification like “market-price sale” would likely be clearer and more consistent with English financial terminology.

Table 6

Data presentation of Translated financial texts – Respondent 3

Respondent 03	
The original texts	Target Text
Text 01 بيع السلم جائز إذا استوفى شروطه الشرعية ولم يتضمن في حكمه بيع الغرر. ومن أنواع البيوع المشروعة: الإجارة المنتهية بالتمليك، والمضاربة، والمساقاة، واالستصناع، والسلم الموازي، والبيع بالثمن الحاضر	Essalam sale (advance payment sale) is permissible in case it meets its Shariah-conditions and does not involve elements of Al-Gharar sale (excessive uncertainty sale). Among Shariah-legitimate types of sales; there are: El-Ijarah Muntahia Bittamleek (lease-to-own), ElMudarabah (profit-

	sharing partnership), El-Musaquat (irrigation partnership), El-Istisnaa' (manufacturing contract), Parallel Essalam (Essalam back-to-back), and spot sale (sale at the current market price).
Text02 تُستخدم صيغة المرابحة للآمر بالشراء في تلبية احتياجات المتعاملين مثل شراء سكن أو سيارة أو تجهيزات. لكن الضروري لصحة هذا العقد هو أن يتملك المصرف السلعة قبل بيعها للمتعامل، وأن يتحمل ضمانها خلال فترة الحيازة، وإلا كان العقد صورياً لا يحقق مصادر الشريعة في التمويل الإسلامي	El- Murabaha to the Purchase Order structure is commonly used to meet the needs of clients, such as purchasing a house, a car, or equipment. However, for this contract to be valid and Shariah-compliant, it is essential that the Islamic bank first acquires ownership of the asset before selling it to the client, and that the bank assumes the ownership guaranties during the holding period. If these conditions are not fulfilled; the contract is deemed merely a formal financing arrangement, rather than a real trade transaction. Such a structure would fail to achieve the objectives of al-Shariah in Islamic finance.

Tawarruq contract is used to meet essential needs such as repaying debts, marriage expenses, or medical treatment. The primary objective of this contract is to provide financing and manage liquidity. However, the binding condition for implementing this contract is that the client must be in genuine need of cash and unable to obtain it through other permissible contracts or any other sources. Otherwise, it is not permissible to use this contract. Nonetheless, banks have adopted Tawarruq in various forms that contradict Shariah principles and deviate from the foundational objectives of Islamic banking.	Text03 يستخدم عقد التورق في قضاء الحاجات مثل قضاء دين أو زواج أو علاج، لذا فالهدف منه منح التمويل وإدارة السيولة إلا أن الأمر الملزم لتطبيق هذا العقد هو أن يكون العميل بحاجة كبيرة للنقد ولا يستطيع الحصول عليه من أشكال العقود الأخرى أو من أي مصدر آخر وغير ذلك لا يجوز العمل بهذا العقد، حيث اعتمدت البنوك استخدامه في أشكال عديدة تعارض الشريعة والمبادئ الأساسية للصيرفة الإسلامية.
The proper structure of genuine partnership requires that both the bank and the client jointly purchase the commodity as partners, rather than employing a strategy resembling El-Aayena. If the bank purchases the commodity first and subsequently sells it to	Text04 الصيغة السليمة للمشاركة الحقيقية هي أن المصرف والمتعامل يشتريان السلعة معاً بصفة شركاء، وليس بأسلوب العينة. فإذا قام المصرف بشراء السلعة، ثم بيعها للمتعامل بالتقسيط، ثم يعيد المتعامل بيعها نقداً بسعر أقل، فهذه صورة من صور بيع العينة المنهي عنها

شرعاً والفرق بين السعرين يمثل الربا المحرم.	the client on a deferred payment basis, and the client then sells it for immediate cash at a lower price, this constitutes a form of El-Aayena sale, which is explicitly prohibited in Shariah. The difference between the deferred price and the cash resale price effectively represents prohibited interest (Ribā).
Text05 بيع الامانة جائز إذا لم يتضمن نوعا من أنواع البيوع المحرمة، مثل بيع النجش ومن انواع بيع الأمانة هي بيع الوفاء وبيع التّلجئة، و ّبيع المرابحة، والوضيعة، والإشراك، والبيع المسترسل أو البيع بسعر السوق	Trust-based sale (El-Amānah sale) is permissible as long as it does not involve any form of prohibited sales, such as Najsh (fraudulent bidding). El-Amānah sale's types include El-Wafā'sale (sale with a buy-back condition), El-Taljī'ah sale (sale under compulsion), El-Murābaḥah (cost plus sale), El-Wadīʿaiah (sale with a disclosed loss), El-Ishrāk (joint ownership sale), and El-Mustarsil sale (sale with a non-bargaining buyer), and sale at market price

Table 7

Details of Financial Terminologies from the Text- Respondent 3

ext	Source Terms	Translation	Translation strategy adopted
ext 01	بيع السلم- بيع الغرر- البيوع المشروعة- الإجارة المنتهية بالتمليك- المضاربة- المساقاة- الاستصناع- السلم الموازي-	- Essalam sale (advance payment sale) - Al-Gharar sale (excessive uncertainty sale). - Shariah-legitimate sales - El-Ijarah Muntahia Bittamleek (lease-to-own) - ElMudarabah (profit-sharing partnership),	- Transliteration and Literal Translation - Transliteration and Literal Translation - Transliteration and Literal Translation -Literal Translation and Paraphrasing -Literal Translation and Transliteration -Literal translation and Transliteration -Literal translation and Transliteration

	البيع -بالثمن الحاضر	- El-Musaquat (irrigation partnership), - El-Istisnaa' (manufacturing contract), - Parallel Essalam (Essalam back-to-back) -spot sale (sale at the current market price).	-Literal Translation and Transliteration - Literal Translation
ext 02	المرابح -ة للآمر بالشراء السلعة -	-El-Murabaha to the Purchase Order -Asset	-Literal Translation and Transliteration - Literal Translation

	مقاصد -الشريعة التمويل -الاسلامي	- objectives of al-Shariah -Islamic finance	- Transliteration and Literal Translation -Literal Translation
ext 03	عقد -التورق إدارة -السيولة الصير -فة الإسلامية	- Tawarruq contract - Manage Liquidity -Islamic banking	- Transliteration and Literal Translation -Literal Translation -Literal Translation
ext 04	أسلوب -العينة بيع -العينة -الربا	- strategy resembling El-Aayena. -El-Aayena sale - prohibited interest (Ribā)	- Transliteration and Literal Translation -Literal Translation and Transliteration - Transliteration and Literal Translation

ext 05	بيع -الأمانة البيوع -المحرمة بيع -النجش بيع -الوفاء بيع -التلجنة بيع -المرابحة الوضيع -ة الاشراك - البيع -المسترسل البيع -بسعر السوق	- Trust-based sale (El-Amānah sale) - prohibited sales -Najsh (fraudulent bidding) El-Wafā'sale (sale with a buy-back condition) -El-Taljī'ah sale (sale under compulsion) -El-Murābaḥah (cost plus sale) -El-Wadīʿaiah (sale	-Literal Translation and Transliteration -Literal Translation - Transliteration and Literal Translation - Transliteration and Paraphrasing - Transliteration and Paraphrasing - Transliteration and Literal Translation - Transliteration and Literal Translation -Literal Translation and Transliteration

		with a disclosed loss) -El-Ishrāk (joint ownership sale) -El-Mustarsil sale (sale with a non-bargaining buyer) -Sell at market price	-Transliteration and Literal Translation and paraphrasing -Literal Translation

3.2.1.5. Discussion and Analysis of the Respondent 3 Translations.

***3.2.1.5.1. Discussion and Analysis of Terms in Text 1 by Respondent 3*.** This section examines nine terms—six drawn from Islamic finance and three from general financial terminology. A mixed strategy was employed by the respondent, combining transliteration with direct translation and paraphrasing. For example, the term بيع السلم rendered as “Essalam sale (advance payment sale)” which the translation here conveys the accurate meaning by using the transliteration and the literal translation and the same technique was applied on the term “بيع الغرر” which was translated as “Al-Gharar sale (excessive uncertainty sale).” and have the same analysis as Essalam sale. In contrast, البيوع المشروعة become “Shariah-legitimate sales” a literal translation that conveys the intended meaning appropriately in both semantic and contextual

terms by adding the term Shariaah to make a relation within the context. However, the phrase الاجارة المنتهية بالتمليك was translated as “El-Ijarah Muntahia Bittamleek (lease-to-own)” a literal translation and transliteration and was used in this term in order to convey the appropriate financial meaning and the same technique was used to for the terms المضاربة ، المساقاة ، الاستصناع ، و السلم الموازي Lastly, البيع الحاضر بالثمن was translated as “Spot sales,” a straightforward and idiomatic rendering that needs no further explanation. Overall, the strategies applied in this segment strike a fair balance between preserving original meanings and addressing target audience comprehension, though the lack of elaboration could hinder understanding for non-specialist readers.

3.2.1.5.2. Discussion and Analysis of Terms in Text 2 by Respondent 3. This text introduces four terms: three related to Islamic finance and one more general financial concept. The respondent continued using a blend of transliteration and direct translation. For المرابحة للآمر بالشراء was rendered as “El- Murabaha to the Purchase Order” follows a similar hybrid approach. While this terminology is often seen in Islamic finance literature, its significance may not be clear without additional clarification. Adding a brief explanation could improve its effectiveness in communication. The general financial term السلعة was translated as “Asset” which is wrong translation and it’s vague in that context and in Arabic rendered as “أصل”, using the term commodity or goods would covey the exact meaning. As for مقاصد الشريعة was rendered as “objectives of al-Shariah" While this translation reflects the religious and cultural significance of the term, using the term “objectives” might not fully capture the accurate concept, purposed would be a good solution to replace it.

The phrase التمويل الإسلامي was rendered as “Islamic finance,” an established and widely accepted term. Overall, the meaning and form are maintained across this segment, though minimal elaboration could strengthen communicative precision in contextually complex terms.

3.2.1.5.3. Discussion and Analysis of Terms in Text 3 by Respondent 3. In the following section, three terms are identified: one specific to Islamic finance and two that are more general in the financial context. The translator opted to use a consistent method, alternating between transliteration and literal translation. The term عقد التورق was rendered as “Tawarruq contract,” preserving the original meaning through transliteration while providing an English functional description. This method is effective for culturally specific financial terminology, although it might hinder understanding for a broader audience. Conversely, إدارة السيولة was translated as “manage liquidity,” which is both precise and easily understood. Similarly, الصيرفة الاسلامية was translated to “Islamic banking,” a common term that needs no further explanation. Overall, the translation strategy works well for general financial terms; however, terminology related to Islamic jurisprudence may require additional context to align with Skopos theory's focus on communicative effectiveness.

3.2.1.5.4. Discussion and Analysis of Terms in Text 4 by Respondent 3. Three Islamic finance terms are discussed in the subsequent section. Literal translation was employed in each case, with mixed results. The phrase of “أسلوب العينة” appeared as “strategy resembling El-Aayena" which is both grammatically awkward and semantically vague and have no explanation about it, the literal nature of this

translation fails to communicate the procedural or contractual significance of the original Arabic. The term الربا has been translated as "prohibited interest (Riba)," which is a commonly recognized English equivalent that effectively conveys the ethical and economic significance of the Arabic concept. This choice of terminology exemplifies dynamic equivalence as described by Nida and resonates well within the target culture.

3.2.1.5.5. Discussion and Analysis of Terms in Text 5 by Respondent 3. Ten Islamic finance terms appear in the next segment, most of which relate to various forms of sales contracts. The respondent applied a combination of literal translation and transliteration, though several literal renderings lack idiomatic fluency or contextual precision. The respondent applied the same strategies in the first nine terms which was literal translation and transliteration with brief explanation in some terms, and the last one البيع بسعر السوق was rendered as “sale at market price”. Though generally intelligible, these phrases could be refined for idiomatic precision; for instance, “market-price sale” would likely be clearer and more consistent with English financial terminology. While the translations succeed in conveying basic meaning, many rely heavily on literal approaches that limit their functional effectiveness, particularly when judged against Skopos theory, which calls for audience-oriented translation strategies.

Table 8

Data presentation of Translated financial texts – Respondent 4

Respondent 04

The original texts	Target Text
Text 01 بيع السلم جائز إذا استوفى شروطه الشرعية ولم يتضمن في حكمه بيع الغرر. ومن أنواع البيوع المشروعة: الإجارة المنتهية بالتمليك، والمضاربة، والمساقاة، واالستصناع، والسلم الموازي، والبيع بالثمن الحاضر	Salam (forward) sales are permissible under Chariaa' law if they meet all required conditions and do not involve excessive uncertainty (gharar). Other Chariaa'-compliant financial contracts include lease-to-own (Ijara Mountahia Bitt'amlik), profit-sharing (Moudharaba), crop-sharing (Mousaqat), manufacturing contracts (Istisnaa'), parallel Salam (forward) contracts, and spot sales.
Text02 تُستخدم صيغة المرابحة للآمر بالشراء في تلبية احتياجات المتعاملين مثل شراء سكن أو سيارة أو تجهيزات. لكن الضروري لصحة هذا العقد هو أن يتملك المصرف السلعة قبل بيعها للمتعامل، وأن يتحمل ضمانها خلال فترة الحيازة، وإلا كان العقد صورياً لا يحقق مصادر الشريعة في التمويل الإسلامي	The Murabaha on purchase order is used to meet customer needs such as purchasing a house or a car or equipments. But the necessary element for the validity of this contract is that the bank should own the commodity before selling it to the customer and to bear its guarantee during the period of possession otherwise the contract would be just a form that could not achieve the

	purpose of the Sharia'aa in the Islamic finance.
Text03 يستخدم عقد التورق في قضاء الحاجات مثل قضاء دين أو زواج أو علاج، لذا فالهدف منه منح التمويل وإدارة السيولة إلا أن الأمر الملزم لتطبيق هذا العقد هو أن يكون العميل بحاجة كبيرة للنقد ولا يستطيع الحصول عليه من أشكال العقود الأخرى أو من أي مصدر آخر وغير ذلك لا يجوز العمل بهذا العقد، حيث اعتمدت البنوك استخدامه في أشكال عديدة تعارض الشريعة والمبادئ الأساسية للصيرفة الإسلامية.	The Tawarroq contract is used to meet personal financial needs, such as repaying a debt, covering marriage expenses, or medical treatment. Its primary purpose is to provide financing and manage liquidity. However, for this contract to be legitimately applied, the customer must have a genuine and pressing need for cash and be unable to obtain it through other permissible contracts or lawful means. Otherwise, it is impermissible to use this contract, as many banks have adopted various forms of Tawarroq that conflict with Chariaa' principles and the core values of Islamic banking.
Text04 الصيغة السليمة للمشاركة الحقيقية هي أن المصرف والمتعامل يشتريان السلعة معاً بصفة شركاء، وليس بأسلوب العينة. فإذا قام المصرف بشراء	The correct form of genuine Moucharakah (partnership) is for the bank and the client to jointly purchase an asset as partners,

rather than using an AlAinah (buy-back) arrangement. If the bank purchases the asset, then sells it to the client on deferred payment terms, and the client subsequently sells it for immediate cash at a lower price, this constitutes a prohibited Ainah transaction. The difference between the two prices effectively represents unlawful interest (riba or usurious gain), which is forbidden under Chariaa' law.	السلعة، ثم بيعها للمتعامل بالتقسيط، ثم يعيد المتعامل بيعها نقداً بسعر أقل، فهذه صورة من صور بيع العينة المنهي عنها شرعاً والفرق بين السعرين يمثل الربا المحرم.
Amanah (trust-based) sales are permissible provided they do not involve any prohibited forms of sales, such as Najach (artificially inflating prices). Types of Amanah sales include al-Wafa (sale with the right of repurchase), al-Talji'aah Sale (forced sale under duress), Mourabaha (cost-plus sale), Wadi'aah (sale	Text05 بيع الامانة جائز إذا لم يتضمن نوعا من أنواع البيوع المحرمة، مثل بيع النجش ومن انواع بيع الأمانة هي بيع الوفاء وبيع التّلجئة، و ـبيع المرابحة، والوضيعة، والإشراك، والبيع المسترسل أو البيع بسعر السوق

	with disclosed loss), Ichrak (joint sale), and al-Moustarsal (sale at the prevailing market price).

Table 9

Details of Financial Terminologies from the Text- Respondent 4

ext	Source Terms	Translation	Translation strategy adopted
ext 01	بيع السلم بيع الغرر البيوع المشروعة الإجارة المنتهية بالتمليك المضاربة المساقاة الاستصناع السلم الموازي	-Salam (forward) sales - excessive uncertainty (gharar) - Chariaa'-compliant financial contracts Lease-to-own (Ijara Mountahia Bitt'amlik)	-Transliteration and Literal Translation -Transliteration and Literal Translation -Transliteration and Literal Translation -literal translation and paraphrasing -Transliteration and Literal Translation -Transliteration and Literal Translation -Transliteration and Literal Translation

	البيع -بالثمن الحاضر	-Profit-sharing (Moudharaba) -Crop-sharing (Mousaqat) -Manufacturing contracts (Istisnaa') -Parallel Salam (forward) contracts -Spot sales	-Transliteration and Literal Translation -Literal Translation
ext 02	المرابح -ة للآمر بالشراء السلعة مقاصد -الشريعة التمويل -الاسلامي	-Mourabaha to the purchase orderer -Asset -Objectives of Chariaa'	-Transliteration and Literal Translation - Literal Translation -Transliteration and Literal Translation - Literal Translation

		Islamic financing	
ext 03	عقد -التورق إدارة -السيولة الصير -فة الإسلامية	- Tawarruq contract -manage liquidity -Islamic banking	- Transliteration and Literal Translation -Literal Translation -Literal Translation
ext 04	أسلوب العينة بيع العينة -الربا	-The shape of Ainah -Ainah sale Usuriou s gain (Riba)	-Transliteration and Literal Translation -Transliteration and Literal Translation -Transliteration and Literal Translation
ext 05	بيع الأمانة البيوع المحرمة بيع النجش بيع الوفاء	- Amanah (trust-based) sales - prohibited forms of sales -Najach (artificially inflating prices)	-Transliteration and Literal Translation -Literal Translation -Transliteration and Paraphrasing -Transliteration and paraphrasing

	بيع التلجئة بيع المرابحة الوضيعة- الاشراك- البيع المسترسل- البيع بسعر السوق-	- al-Wafa (sale with the right of repurchase) -al-Talji'aah Sale (forced sale under duress) -Mourabaha (cost-plus sale) -Wadi'aah (sale with disclosed loss) -Ichrak (joint sale) Moustarsal (sale at the prevailing market price) -//////////////////	-Transliteration and paraphrasing -Transliteration and Literal Translation -Transliteration and explanation -Transliteration and Literal Translation -Transliteration and explanation -///////////////

3.2.1.6. Discussion and Analysis of the Respondent 4 Translations.

3.2.1.6.1. Discussion and Analysis of Terms in Text 1 by Respondent 4. In this segment, the respondent translated a variety of terms specific to Islamic financial contracts using a combination of transliteration and literal translation. For example, the term السلم بيع was rendered as "Salam (forward) sales," effectively pairing the Arabic term with its English equivalent. This technique reflects a balanced approach between cultural fidelity and target language intelligibility. The translation of الغرر as "excessive uncertainty (gharar)" follows a similar pattern, retaining the original Arabic term alongside an explanatory phrase. While this strategy promotes understanding for informed readers, those unfamiliar with Islamic jurisprudence may still require additional contextual cues.

The phrase البيوع المشروعة was translated as "Chariaa'-compliant financial contracts," which demonstrates both semantic accuracy and adherence to functional translation principles. However, "Chariaa'" is transliterated, which may limit accessibility for general audiences; a brief explanation or replacement with "Islamic law" could offer improved clarity. Similarly, the term الإجارة المنتهية بالتمليك appears as "Lease-to-own (Ijara Mountahia Bitt'amlik)," combining English description with the Arabic label. This dual strategy is effective in technical texts, but the full phrase may seem dense without simplification or explanation.

Other terms, such as المساقاة ,المضاربة, and الاستصناع, are rendered using transliteration combined with literal translation—e.g., "Profit-sharing (Moudharaba)" and "Crop-sharing (Mousaqat)." These translations preserve the specificity of Islamic finance concepts, but they may benefit from additional glossing in broader contexts. The term السلم الموازي became "Parallel Salam (forward) contracts," which remains faithful to the original while offering some clarity. Lastly, البيع الحاضر بالثمن was

translated as “Spot sales,” a straightforward and idiomatic rendering that needs no further explanation. Overall, the strategies applied in this segment strike a fair balance between preserving original meanings and addressing target audience comprehension, though the lack of elaboration could hinder understanding for non-specialist readers.

3.2.1.6.2. Discussion and Analysis of Terms in Text 2 by Respondent 4. This segment includes both Islamic legal concepts and general financial terminology. The respondent continued employing transliteration and literal translation, with varying degrees of success. For instance, المرابحة للآمر بالشراء was translated as “Mourabaha to the purchase orderer.” While this hybrid term is recognizable within Islamic finance literature, the English phrasing is somewhat awkward and could confuse readers unfamiliar with this form of sale. A more fluid construction such as “Murabaha based on a purchase order” or “Murabaha upon request” might convey the intended meaning more clearly.

The term السلعة was rendered as “Asset,” it does not convey the appropriate meaning the same as respondent 3 observations. Meanwhile, مقاصد الشريعة was translated as “Objectives of Chariaa’.” This translation is conceptually not accurate, especially within a religious or ethical framework, although “Chariaa’” might be better expressed as “Sharia” to conform with standardized English usage and purposes better than objectives Finally, the phrase التمويل الإسلامي appears as “Islamic financing,” which is a conventional and contextually appropriate translation. While the translations generally maintain accuracy and form, this segment again would benefit from added explanations for culturally bound terms, in line with Skopos theory’s focus on audience-oriented translation.

3.2.1.6.3. Discussion and Analysis of Terms in Text 3 by Respondent 4. Text 3 continues with the hybrid strategy of transliteration and literal rendering. The term

عقد التورق is translated as "Tawarruq contract," preserving the Arabic financial term while making its contractual nature explicit. This is a reasonable strategy, particularly in academic or specialized discourse, but its communicative effectiveness could be enhanced through the addition of a brief description such as "Tawarruq (a debt-based financing contract)."

The phrase إدارة السيولة was translated as "manage liquidity," which is idiomatic and appropriate in financial English. This choice demonstrates the respondent's awareness of established terminology. Similarly, الصيرفة الإسلامية was rendered as "Islamic banking," a standard and unambiguous expression in both academic and commercial contexts. In this segment, the respondent's strategy is mostly effective, though the specific Islamic finance term would benefit from a slightly more descriptive or explanatory approach for clarity.

3.2.1.6.4. Discussion and Analysis of Terms in Text 4 by Respondent 4. This text includes legal and ethical concepts embedded in Islamic financial jurisprudence. The respondent rendered أسلوب العينة as "The shape of Ainah," a literal translation that unfortunately fails to communicate the contractual significance of the term. The word "shape" in English is vague and misleading in this context; substituting it with "form" or "structure" would align better with its legal meaning. Likewise, بيع العينة appears as "Ainah sale," which, while technically accurate, still lacks the cultural and legal context necessary for a complete understanding. These translations suggest an overly literal approach that compromises clarity.

In contrast, the term الربا is translated as "Usurious gain (Riba)," effectively combining the culturally embedded Arabic term with its moral and economic implications in English. This example illustrates a better balance between fidelity and functionality. Overall, this segment reveals that literal translation of religious-legal

concepts without explanation risks miscommunication, especially when conveying procedural nuances to a non-specialist audience.

***3.2.1.6.5. Discussion and Analysis of Terms in Text 5 by Respondent 4*.** The final segment presents a range of Islamic financial terms relating to various sales contracts. The respondent maintained a strategy of transliteration coupled with literal or explanatory translation. For instance, بيع الأمانة was rendered as "Amanah (trust-based) sales," a strong example of glossing that improves reader comprehension. Similarly, البيوع المحرمة became "prohibited forms of sales," a clear and accurate rendering that maintains the source text's legal tone.

However, other terms suffer from inadequate clarification. بيع النجش was translated as "Najach (artificially inflating prices)," which succeeds in exposing the unethical nature of the practice, though the term "Najach" might be unfamiliar to many readers. The translation of بيع الوفاء as "al-Wafa (sale with the right of repurchase)" and بيع التلّجئة as "al-Talji'aah Sale (forced sale under duress)" are both informative and functional. They reflect an understanding of the legal context and the need to communicate that effectively in English.

On the other hand, some translations such as الوضيعة "Wadi'aah (sale with disclosed loss)" and الإشراك "Ichrak (joint sale)" would benefit from greater elaboration or idiomatic refinement. The term البيع المسترسل is translated as "al-Moustarsal (sale at the prevailing market price)," which is accurate but potentially repetitive when followed by البيع بسعر السوق, translated similarly. Clarifying the difference between the two or consolidating them would reduce confusion. In summary, while most translations in this segment are accurate and reflect cultural sensitivity, their communicative effectiveness would improve with more consistent explanatory strategies.

3.2.1.7. Data Analysis on Challenges.

Translating financial concepts presents significant challenges, but conveying those concepts that are intertwined with religious contexts is even more complex. Given that many of these terminologies are deeply rooted in classical language, a thorough understanding of the source text and its context is essential for accurate translation. Relying solely on dictionaries, without considering the contextual implications, can result in incorrect translations. To achieve effective and precise translations, one must employ various strategies and techniques that facilitate the process. Through the examination of chosen examples of Arabic and English translations, the research has successfully addressed the study's questions. Consequently, this section will concentrate on analysing and discussing the primary issues and difficulties that financial translators encounter. This study used a thematic analysis, which is a method that was created by Braun and Clarke (2006) for identifying and analysing and reporting themes within data. It minimally organises the data in detail by following bunch of steps to validate this process, starting by familiarising yourself with the data then generating initial codes after that searching for themes and reviewing them and at the end defining and naming those themes to report them (Braun & Clarke, 2006).

Table 10

Thematic Analysis of Translation Challenges

Lack of Equivalence	Culture bound financial terms	Lack of adequate knowledge in Islamic Finance
-Non-equivalence: Refers to the absence of a	-Definition of Culture-bound	-Islamic finance is a specialized field with

direct equivalent in the target language (TL) for a word in the source language (SL), creating challenges for translators in conveying the correct message. -Islamic finance jargon: Includes specialized terms that lack equivalent terms in English, complicating translation efforts for accurate communication. -Nida's functional theory: Emphasizes the importance of adhering to the original message to elicit the same response from the target audience as from the source audience. -The lack of parallels between	Financial Terms (CBFT): -Refers to Islamic culture concepts in finance that are specific to the source language culture. -Unknown in the target culture due to their unique cultural context. -Challenges in Translation: -Cultural differences pose significant difficulties. - These differences represent the cultural gap between the source culture (SC) and target culture (TC). -Significance of Cultural Gaps: -Cultural gaps are particularly evident in Islamic financial terms. -Many financial concepts in Shari'ah-compliant	its own technical jargon. -Translators without a background in Islamic finance face difficulties in accurately conveying meanings. -Mistranslation and translation inadequacies may result from a lack of knowledge in this area. -Insufficient understanding contravenes rule number five of the Skopos theory, which emphasizes the coherence between the target text (TT) and source text (ST). -A translator's ignorance of the source language increases the likelihood of mistranslation, violating the mentioned rule.

the SL and TL necessitates that translators clarify Islamic financial terminologies for the English-speaking audience to grasp the concepts. Examples: -بيع العينة Bay'a Alaina: which means "the sale and buy-back of an asset for a higher price than that for which the seller originally sold it", this type of a sale has been prohibited by scholars of Islamic finance due to legal contrivance and intention to indulge into Riba (Usury) through the back door. A practical example of this type of a sale is whereby a seller (lender) sells an	institutions have no direct counterparts in the target language. -Examples of CBFT: -الاستصناع "Alistisnaa": -Defined as a contract for deferred delivery of a specific item; The buyer specifies details; payment can be made in instalments or upon completion and its unique to Islamic culture, making translation challenging. -المرابحة "Murabaha": -Defined as a sale where the seller discloses cost and profit; The buyer has the right to know the original cost and profit margin and it is a concept that it is exclusive to Islamic culture, presenting translation difficulties.	-Lack of knowledge also infringes upon Nida's functional theory, which focuses on achieving the intended "function" of the translation and providing the closest natural meaning. -Without adequate comprehension of the source text, the translator cannot effectively render it into the target text. -Financial translators, especially those in Islamic finance, must understand both conventional and Shariah-compliant finance to avoid misrepresentation. -Respondents lacking exposure to Islamic finance often relied on transliteration and omission, failing to

asset to a buyer (borrower) on differed payment for a fixed price plus profit and immediately the seller (lender) repurchases the same asset at fixed price only from the borrower on cash basis. This is akin to someone giving you loan and repay with interest. Such concept is not found in TL culture and no equivalence at all. - البيوع المشروعة "legitimate sales": a transaction involving the exchange of goods or services for compensation, where all parties involved act in accordance with accepted legal and ethical standards.	-الربا "Usury": -Can be translated as "Usury" due to the least dissimilarity and it refers to unethical lending practices; like Riba but not identical. - Riba has a broader scope, encompassing more than just monetary aspects. -By Skopos theory a translator can manoeuvre around the difficulties faced in rendition of Islamic financial terms and reproduce the text effectively. There are many attempts to overcome the problematic issues related to CBFT to adapt them to fit the TC.	accurately represent the intended meanings of the source text.

-The items mentioned are very particular to the source culture and are challenging to translate into the target language because there are no direct equivalents for these concepts. As a result, all the examples provided are explained within the context of the target. culture. The second principle of Skopos theory highlights the importance of effectively conveying information. To achieve successful communication, a translator must grasp both the language and the culture of the target text. While the absence of direct equivalents can		

pose a risk of violating this principle, the encouraging aspect of the theory is that translators are not restricted to a literal translation. The core idea is that a translator should understand the purpose of the translation and effectively convey the intended meaning to the target audience.		

3.2.1.8. Possible Solutions.

3.2.1.8.1. Possible Solution to Lack of Equivalence. The researcher proposes a method for translating Islamic finance texts, highlighting the importance of caution when applying it. The effectiveness of this method can vary significantly depending on how it is used; it can result in either excellent or poor outcomes. In a negative example, some translators only transliterated terms like "ربا" and "مرابحة" as "Riba" and "Murabaha." This approach fails to assist readers who lack a background in Islamic finance, rendering those transliterations as ineffective as omitting the terms altogether and ultimately defeating the purpose of the translation. On the other hand, the method is most effective when it is complemented by other techniques, particularly paraphrasing. For audiences with little or no familiarity with Islamic

finance, terms can be clarified as follows: "مرابحة" may be translated as "Murabaha" (a sale in which the seller states his cost and profit)," while "ربا" could be articulated as "Riba" (which refers to any unjustifiable increase in money or size without adequate compensation)." This way, the translator provides a basic denotative equivalent of the terms, making the translation more comprehensible for both general audiences and professionals in the field.

Adopting Paraphrasing strategy alone will make the target audience lose touch with the target text, the strategy conveys the meaning very well thus it is advantageous to the lay man with no Islamic financial background, but the original terms will be "lost in translation". Example from the text the rendition of the third respondent, original text

بيع الامانة جائز إذا لم يتضمن نوعا من أنواع البيوع المحرمة، مثل بيع النجش ومن انواع بيع الأمانة هي بيع الوفاء

وبيع التّلجئة، و ّ بيع المرابحة، والوضيعة، والإشراك، والبيع المسترسل أو البيع بسعر السوق

And it was rendered as "Trust-based sale (El-Amānah sale) is permissible as long as it does not involve any form of prohibited sales, such as Najsh (fraudulent bidding). El-Amānah sale's types include El-Wafā'sale (sale with a buy-back condition), El-Taljī'ah sale (sale under compulsion), El-Murābaḥah (cost plus sale), El-Wadīʿaiah (sale with a disclosed loss), El-Ishrāk (joint ownership sale), and El-Mustarsil sale (sale with a non-bargaining buyer), and sale at market price". From the rendition it is evident that lay man cannot get the meaning of the text, and that is why the researcher discourages the use of this strategy.

Literal translation strategy which refers to word for word structural and conceptual correspondence, showed some weakness when adopted. This is due to the fact that Islamic finance terms have no lexical equivalent in the TL because of its

religious underpinning; therefore, any one-to-one translation will distort the intended message of the source text. Example from the text is "البيوع المشروعة" which was convey by one of the respondents as "Legitimate Sale" though the rendition is correct, but there is a lot missing from this rendition. The meaning of the concept is missing and secondly the concept appears foreign in the TT, therefore demanding more light.

Relying solely on paraphrasing can lead to the target audience becoming disconnected from the original text. While this approach effectively conveys the meaning, making it accessible for those without a background in Islamic finance, it risks obscuring the original terminology.

3.2.1.8.1.2 Possible Solution to Cultural Bound Financial Terms.

Cultural significance is much more complicated than simply understanding words because it involves specific vocabularies tied to different cultures. When translators lack cultural knowledge, it can really impact how well they convey meanings. For example, in the context of Islamic finance, the term "ربا," which refers to interest, carries a completely different weight. In Islamic teachings, it's considered forbidden, while in English-speaking cultures, interest is just a normal part of business. This disparity highlights how crucial it is for translators to be mindful when dealing with culturally specific terms. To avoid potential misunderstandings that could arise from these culture-bound terms, it's important for translators to keep a few key points in mind:

a) They should thoroughly understand the terms used in the original text and their contextual meanings.

b) They need to do some research, checking dictionaries and other sources to find the closest equivalent meanings in the target language. If there's no direct match,

a combination of transliteration and paraphrasing can help clarify the intended meaning. This strategy can help bridge the gap when there's a lack of equivalence.

3.2.1.8.1.3 Possible Solution to Lack of Adequate Knowledge in Islamic Finance. Translators need to have a solid understanding of the material they are working with, as they are not merely passing on information but also acting as a bridge between languages. If a translator lacks the necessary expertise in a particular subject, it's better to hand the task over to someone who is knowledgeable rather than risk providing an inaccurate translation. The translator has a dual responsibility: to the original author and to the target audience. This means it's crucial for them to maintain the accuracy of the source text while also ensuring that the intended meaning is clearly conveyed in the target language. Without appropriate knowledge and experience, this responsibility can easily be compromised. In specialized areas like finance, where precision is vital, a single mistranslation can lead to significant negative consequences that could damage a company's success. Additionally, if a translation of a widely disseminated or influential text contains errors, those mistakes may be accepted as the norm and become ingrained in the audience's perceptions, creating misconceptions that could affect future translations. Therefore, it's essential for translators to develop a thorough understanding of specific fields, like Islamic finance, rather than relying on rough translations that may not accurately convey the intended message.

3.2.1.9. Translation Strategies.

In this section, the research conducts a detailed examination of the primary translation strategies employed in the rendering of Islamic financial terminology from Arabic to English. The strategies identified encompass paraphrasing, literal

translation, and transliteration. Each approach is critically assessed for its accuracy and contextual fidelity, drawing upon Nida's functional theory specifically the notions of dynamic equivalence and receptor response—alongside Vermeer's Skopos theory, which is built on its five foundational tenets discussed previously. The analysis pays particular attention to cases where a single Islamic term is translated in multiple ways, investigating the reasons behind such discrepancies in translation.

Translation strategies can be understood as the various methods, whether deliberate or instinctive, employed to navigate the complexities that arise when conveying meaning between two distinct languages. This process requires not only practical judgments but also cognitive engagement that acknowledges the vast cultural and linguistic differences, particularly noticeable when translating concepts related to Islamic law and finance between Arabic and English.

Translating texts in Islamic finance is particularly intricate, as many terms are deeply rooted in cultural and jurisprudential contexts that may not have direct counterparts in English. For instance, terminology associated with contracts, sales, and partnerships may be unique to Islamic tradition or simply unfamiliar within Western financial practices. This underscores a critical point made by Nida, who argues that the cultural disparities inherent in translation often present more significant challenges than linguistic differences alone. This assertion is especially relevant in the realm of Islamic finance, where the nuances of terminology reflect broader cultural understandings and practices that are essential for meaningful translation.

3.2.1.9.1. Paraphrasing. Paraphrasing is a translation strategy that focuses on conveying the intended meaning of a term rather than adhering to a word-for-word rendering. It becomes particularly useful when the source term has no direct

equivalent in the target language, helping to avoid ambiguity and misinterpretation. This method allows translators to explain culturally specific concepts by reformulating them in a way that is accessible to the target audience.

In Arabic-English translation, especially within the field of Islamic finance, paraphrasing is often necessary due to the presence of terms that reflect legal, ethical, and religious principles that are unique to the Islamic tradition. Many of these terms do not exist in Western financial systems and therefore cannot be translated literally without losing important nuances. By using paraphrasing, translators can bridge cultural and conceptual gaps and ensure the transmission of meaning remains faithful to the original context.

For example, the term بيع الوفاء was rendered as El-Wafā'sale (sale with a buy-back condition) and the same for بيع التلجئة Similarly, "المسترسل was explained El-Mustarsil sale (sale with a non-bargaining buyer). These examples show how a single Arabic term may require an entire sentence in English to accurately communicate its meaning.

This strategy aligns closely with Nida's functional theory, which emphasizes dynamic equivalence and the importance of conveying the same effect to the target audience as experienced by the original audience. Even if the sentence structure or word count changes, the focus remains on preserving meaning and intent. In the same way, Skopos theory supports paraphrasing when it serves the communicative goal of the translation. The first two Skopos rules underline the importance of purpose and audience expectations, both of which are fulfilled through meaningful and clear explanation.

3.2.1.9.2. Literal Translation. Literal translation involves a word-for-word rendering of terms from the source language to the target language, preserving

the original structure and lexical components. This method is often employed when a direct equivalent exists in the target language and when the underlying concepts are shared across both linguistic and cultural frameworks.

In the realm of Islamic financial translation, literal translation is particularly effective for general financial terms that do not necessitate cultural adaptation. For instance, terms like "إدارة السيولة" and "الصيرفة الإسلامية" have been translated by respondents as "liquidity management" and "Islamic banking," respectively. These examples illustrate that the use of literal translation is justified when the target language already has an established equivalent that accurately conveys the intended meaning.

Another example can be seen in the term بيع الامانة which has been interpreted as “trust-based sale” by several respondents. The familiarity of this term within both Islamic and conventional finance contexts means that a literal translation is unlikely to cause confusion or require additional explanation.

Conversely, more nuanced terms, such as "ربا," have yielded varied translations among respondents. Some opted for "usury," while others used "interest. Despite the differing translations, using terms like "interest" or "usury" remains acceptable, especially when the aim is to ensure the concepts are accessible to a wider audience. Nevertheless, the decision between employing a literal translation and opting for transliteration often hinges on the translator's objectives and the target reader’s familiarity with Islamic legal concepts.

This approach aligns with Nida’s functional theory, which asserts that a literal rendering should convey the same meaning and effect as the original. Should a literal rendering result in ambiguity or lead to a loss of meaning, Nida advocates for alternative translation methods that prioritize the recipient's understanding. Similarly,

according to Skopos theory, literal translation is deemed appropriate when it meets the goals of the translation task and aligns with the expectations of the target audience. In instances where generic financial terms are involved, the communication goal is effectively achieved without altering the original form, making literal translation a fitting and effective choice.

3.2.1.9.3. Transliteration. Transliteration is a linguistic practice that involves converting words from one language into the script of another while maintaining their original pronunciation. This method is particularly useful when there are no direct translations available, especially for terms that carry significant cultural or religious weight.

In the realm of Islamic finance, transliteration plays a crucial role. Many terms that are integral to Shariah law lack counterparts in Western finance discourse, making it necessary to use their original forms. For example, terms such as "مرابحة" (Murabaha), "استصناع" (Istisna‘), "عينة" (ʿainah), and "تَوَرُّق" (Tawaruq) are commonly transliterated. These words are deeply embedded in Islamic jurisprudence, and their meanings are often too complex to be fully conveyed through direct translation. By opting for transliteration, translators can preserve the authenticity and legal specificity of these terms.

However, the use of transliteration can also present challenges, particularly for readers who may not be familiar with Arabic terms or the nuances of Islamic finance. A transliterated term alone might not resonate with the target audience without an accompanying explanation. To mitigate this issue, many translators incorporate paraphrasing alongside transliteration. For instance, "Bayʿ al-Wafa" may be transliterated while also being described as a sale that includes a

repurchase condition, resembling interest-based lending a practice often viewed with skepticism.

3.3 Section Three: Discussion of the Results

3.3.1. Discussion and Interpretation of the Results

The discussion and interpretation of the results emphasize the complex challenges that professional translators encounter when working with financial terminologies in the Islamic banking context. The findings reveal a significant correlation between translators' experience and their ability to navigate the intricacies of cultural and linguistic nuances, highlighting the necessity for enhanced training and standardized terminology resources within the field. Participants expressed concerns about the inconsistencies and ambiguities stemming from the lack of a cohesive glossary, which complicates their translation efforts and may lead to inaccuracies. Furthermore, the qualitative insights gathered underscore the importance of collaboration among translators, as sharing knowledge and strategies fosters a supportive community that can collectively address these challenges. This aligns with the interpretivist-constructivist paradigm, which posits that understanding is developed through social interactions and contextual experiences. The study also identifies the critical need for ongoing professional development initiatives tailored to the unique demands of translating Islamic finance texts, suggesting that such efforts could substantially improve translation quality and consistency. Overall, the results point to both practical implications for enhancing translator competence and theoretical contributions that advocate for a context-driven approach in translation studies.

To address the study questions, alternative assumptions regarding the translation of Islamic banking terminology. The first assumption posited that professional translators face significant challenges when translating financial terms due to the cultural and lexical gaps between Arabic and English, particularly in the context of Islamic finance. It was suggested that these challenges stem from the absence of direct equivalents in English, leading to potential misunderstandings and the need for culturally informed translation strategies. The second assumption suggested that the approaches typically used in the translation of financial terminologies include functional and communicative equivalence, allowing translators to convey intended meanings while making the content accessible to target audiences. It was expected that these approaches would enable translators to bridge cultural divides effectively. The third assumption anticipated that professional translators would identify specific difficulties they encounter during the translation of financial texts from Arabic to English, such as the complexity of specialized jargon, the lack of standardized terminology, and the necessity for a deep understanding of both the source and target cultures. By addressing these hypotheses, the study aims to shed light on the intricate process of translating Islamic banking terminology and the implications for both theory and practice in the field of translation.

Regarding the first research question, aspects of culture in Islamic banking terminology create significant challenges for translation primarily due to the lexical gap between English and Arabic. Many terms used in Islamic finance are not only technical but also carry deep cultural and religious connotations that may not have direct equivalents in English (Baker, 1992). For example, concepts like “riba” (usury) and “zakat” (charitable giving) are embedded in Islamic law and reflect specific socio-economic contexts that are unfamiliar to English-speaking audiences.

This mismatch can lead to confusion and misunderstanding if not addressed effectively during translation. Consequently, translators must employ approaches such as explanatory translation or cultural substitution, where they provide additional context or alternative terms that convey the same meaning while making it comprehensible for the target audience (Karami & Moini, 2019). Thus, the successful translation of Islamic banking terminology requires an acute awareness of cultural nuances and an ability to bridge these gaps through thoughtful translation strategies.

Regarding question number two, in the translation of financial terminologies, several approaches are typically utilized to navigate the complexities associated with conveying precise meanings. One common approach is functional equivalence, which involves identifying and using terms in the target language that serve the same purpose as those in the source language (Newmark, 1988). This method focuses on the functional role of terms rather than their literal transliteration, ensuring that the translation resonates with the intended audience. Additionally, communicative translation is employed, emphasizing the overall message and context rather than strict adherence to the source text's wording. This is particularly important in financial translation, where clarity and understanding are paramount. Translators may also adopt a dynamic equivalence approach that prioritizes the effect of the translated message on the target audience, allowing for cultural adaptations that enhance comprehension without sacrificing the original content's integrity (Nida, 1964). These varied strategies underscore the need for translators to be flexible and consider both linguistic and cultural factors when translating financial terminologies.

For question number three, translators can encounter multiple difficulties when translating financial texts from Arabic to English, reflecting the complexities inherent in both languages and their respective financial systems. One main issue is

the lack of standardization in financial terminology, where the same concept might be expressed differently across various contexts or regions. This inconsistency can create confusion and uncertainty, as translators must choose the most appropriate term from various alternatives that may not fully encapsulate the intended meaning (Maier, 2016). Furthermore, translators often struggle with specialized jargon that requires in-depth knowledge of financial practices and regulations specific to Islamic banking, which may not be familiar to them (Pym, 2010). Additionally, cultural understanding is crucial; financial concepts may carry different implications in Arab cultures compared to Western contexts, thus affecting the translation process. Overall, the combination of linguistic challenges, contextual nuances, and cultural disparities highlights the need for translators to possess not only language proficiency but also a thorough understanding of the financial subject matter they are translating.

The discussion emphasizes the impact of cultural aspects on translation, particularly regarding the lexical gap between Arabic and English. It identifies significant challenges stemming from the culturally and contextually rich terminology unique to Islamic finance, which often lacks direct equivalents in English. The study proposes alternative hypotheses that investigate these challenges, suggesting that professional translators primarily utilize functional and communicative approaches to effectively convey financial terms, despite the complexities presented by specialized jargon and varying terminological standards. Furthermore, the research highlights that professional translators face inherent difficulties stemming from their need for cultural understanding and contextual awareness. The exploration of these issues is framed within the interpretivist-constructivist paradigm, emphasizing the socially constructed nature of knowledge and the importance of participant perspectives in shaping translation practices. By addressing these multifaceted aspects of translation,

the study aims to contribute to the field by providing recommendations for overcoming identified challenges. Suggested strategies include integrating culturally informed practices into translation processes and fostering collaboration between translators and stakeholders in the Islamic financial sector. Overall, this comprehensive examination of translation challenges and methodologies in the context of Islamic banking serves to enhance understanding and support future research initiatives in financial translation.

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Chapter Four: General Conclusion

Introduction

The research emphasized the complexities involved in translating financial texts from Arabic to English. Through in-depth analysis of the collected data and interviews, it became clear that financial translation presents significant cultural and linguistic challenges for translators.

The functions of the original text and the translated text do not always align, making it essential for translators to possess the necessary skills and knowledge. Translating Islamic financial texts involves a decision-making process where the translator acts as a bridge between the source material and the target audience, requiring that the translation be both effective and accurate.

A major obstacle in this field is the issue of non-equivalence, particularly concerning specialized terms and concepts that may be unfamiliar even to experienced translators. To address these challenges, it is crucial to invest time in researching terms using specialized dictionaries or through personal interviews. When this is not feasible, transliteration can be an alternative to prevent inaccuracies. Other issues include culturally bound financial terms (CBFT) and a general lack of Islamic financial knowledge among translators. Respondents indicated four strategies for translating Islamic financial terminology. These strategies are either focused on the source text, such as transliteration and borrowing, or oriented toward the target audience, including explanatory methods, literal translation. Among these, transliteration and literal translation emerged as the most prevalent approaches.

Transliteration is acceptable if the term is widely recognized in the context of Islamic finance or if it is well-defined within the surrounding text; otherwise, it risks

leaving the reader confused, which is not ideal. Each translation strategy plays a critical role, especially when it serves functions such as clarification or specification. However, if a strategy is poorly chosen, it can lead to misinterpretation or inaccuracies in the translation.

This study aimed to address several research questions concerning the challenges of financial terminologies in Islamic banking context, and recommendations surrounding it. The first research question sought to aspects of culture in Islamic banking terminology create challenges for translation due to the lexical gap between English and Arabic. Assumption the complexities of Islamic banking terminology, which are deeply rooted in cultural and religious contexts, create significant challenges for translation into English due to the lexical gaps and differences in conceptual understanding between Arabic and English. The second research question delved into the approaches are typically utilized in the translation of financial terminologies, assumption the effectiveness of the approach utilized whether it be direct translation, descriptive translation, or contextual adaptation significantly influences the clarity and accuracy of the financial information conveyed, impacting stakeholders' comprehension and decision-making in financial contexts. Finally, the third research question aimed to the difficulties that translators can face when conducting financial texts from Arabic to English. It was assumption that translators face various difficulties when conducting financial texts from Arabic to English, including challenges related to linguistic nuances, cultural differences, the specificity of financial terminology, and the inherent complexity of financial regulations, which collectively hinder accurate translation and affect the overall comprehension of the translated material.

In order to achieve these aims, this study employs a qualitative approach to thoroughly investigate the research topic. A sample of four professional translators, was selected through non-probability sampling techniques. Data collection involved a structured text-based translation for qualitative insights. Qualitative responses underwent thematic analysis. This methodological approach ensures a robust exploration of challenging financial terminologies in Islamic banking context, capturing diverse perspectives and experiences within the sample population.

The dissertation is structured into four chapters, preceded by a 'General Introduction'as the first chapter. The second chapter delves into the literature, comprised of two sections: a background about the Islamic finance and banking and the cultural perspective of this last then moving to section two when the research shed light to the financial terminologies and the strategies might be adopted for this process. Following this, the third chapter focuses on the practical aspects of the research. Its initial section outlines the research methodology utilized, detailing the study design, sampling techniques, data collection instruments, and analysis procedures. Subsequently, the chapter presents a comprehensive analysis and discussion of the collected data, integrating qualitative insights garnered from text-based translation. This analysis is followed by a section that summarizes the findings, elucidates any encountered limitations, offers recommendations for future research endeavors, and discusses the broader implications of the study's outcomes. Finally, the dissertation concludes with a 'General Conclusion' which is the fourth chapter that synthesizes the main findings, reaffirms the study's significance, reflects on the research journey, and suggests potential avenues for further investigation, thus providing a comprehensive account of the research endeavor.

In conclusion, this study sheds light on the translator's role and effect on the challenges of translating financial terminologies in an islamic banking context. By exploring those challenges and the strategies adopted and proposing solutions on it.

4.1.Summary of the results

The administered text had about 30 financial terms, and each respondent employed different strategies to render it, such as paraphrasing and literal translation and transliteration. The strategies adopted were discussed in details and examples from the text were used to show the advantage and disadvantage of using each strategy. After the responses of the rendition were received. The research proposed solution to each challenge. These challenges include Lack of equivalence, Culture bound terms and lack of Islamic finance knowledge. On lack of equivalence, this was evidence by the frequency of which the respondents adopted the transliteration strategy on most of the terms, the researcher proposed the use of this strategy on a condition, that the target audience have background in Islamic finance or the stated terms in the text has been define elsewhere in the text, other than that the rendition will not achieve its purpose. For culture bound financial terms the researcher proposed that the translators should acquaint themselves with the culture of the target audience before rendition as stated in the second principle of Skopos theory. Lack of knowledge remedy was the researcher to acquire adequate Islamic finance knowledge before engaging in the translation, otherwise the translator should delegate the task to the knowledgeable translators. The data collected from the text-based translation was analysed by two theories- Vermeer’s Skopos theory and Nida’s functional equivalence theory. For Skopos the analyses were done against the five tenets of the theory but emphasize was on the first tenet to establish if the rendition achieved the

purpose of translation. Nida's functional equivalence theory was adopted to check if the rendition achieved the best equivalent effect, by reproducing in the receptor language the closest natural equivalent of the source text.

4.2. Limitations of the Study

While this study offers valuable insights into the dynamics of Challenging of Translation Financial Terminologies in Islamic Banking context, it is crucial to recognize inherent limitations that influence the interpretation and applicability of the findings. Limitations are inherent in any research endeavour and can directly affect the validity and scope of results. Therefore, a critical examination of these limitations is essential for a comprehensive understanding of the study's implications and potential applications. The limitations of the current study include:

- Sample Size and Representativeness: The sample size may limit the generalizability of the findings. The study may have been conducted with a lot of groups of professional practitioners.
- Lack of co-operator translators highlights the difficulty in finding willing and engaged translators to assist with the project. This can impact the accuracy and quality of translations, leading to potential misunderstandings and limiting the diversity of perspectives in the research. Addressing this limitation is crucial for ensuring the clarity and accessibility of the thesis findings across different languages.
- Limited time: The limitation of time refers to the constraints in completing research or translations within a set timeframe. This can impact the thoroughness of the study, potentially leading to rushed analyses or incomplete data collection, which may affect the overall quality and depth of the thesis. Addressing this limitation is important to

ensure that the research is conducted as comprehensively as possible within available resources.

- Lack of cultural and Islamic financial terms: refers to the difficulty in identifying and utilizing specific terms that reflect the unique principles and practices of Islamic finance. This gap can result in inadequate representation of key concepts, leading to potential misinterpretations or oversights in the analysis. Recognizing this limitation is important for ensuring that the research fully encompasses the cultural context and nuances of Islamic financial practices.
- Lack of specialized translators: refers to the difficulty in finding translators with expert knowledge in this specific research topic. This can result in translations that lack accuracy or fail to convey essential technical terms and concepts, ultimately impacting the quality and reliability of the research findings. Acknowledging this limitation is important for understanding the potential gaps in communication and interpretation within the study.
- Subject difficulty: refers to the inherent complexity of the research topic, which may pose challenges in understanding and analysing the material. This can lead to potential gaps in knowledge or misinterpretations of key concepts, affecting the overall outcomes of the study. Recognizing this limitation is essential for contextualizing the findings and understanding the potential barriers to drawing clear conclusions.

During the course of our study, several methodological limitations were identified. Firstly, the use of purposive sampling may introduce sampling bias, potentially limiting the generalizability of our findings to the broader population. Secondly, the response rate to the text-based translation was lower than anticipated,

which may have constrained the depth of qualitative insights gathered. Additionally, the manual analysis of this data collection tool may introduce subjectivity and potential for human error. Despite these limitations, our study provides valuable insights into the challenges of translating financial terminologies in Islamic banking context. By transparently acknowledging and addressing these limitations, the study maintains its credibility and contributes meaningfully to the existing body of knowledge in the field.

4.3. Pedagogical Implications

The findings of this study have significant implications for language education, particularly in terms of financial terminologies and Islamic banking context. The study has

identified several pedagogical implications to address the challenges of the financial terminologies in an Islamic banking context. These implications can be categorized as follows:

- Training programs ought to incorporate modules in higher education to cover the fundamentals of Islamic finance, the principles of Shariah law, and the cultural nuances associated with Arabic financial terminology.
- Research should focus on examining parallel texts in both languages to pinpoint terms without equivalents (e.g., riba vs. usury) and employ strategies such as paraphrasing or explainer translations.
- Collaboration with experts in Islamic finance is essential for developing bilingual glossaries or digital databases.

- Create assignments for the students that simulate real-world situations (e.g., translating financial contracts) to cultivate practical competencies. 5. Host regular workshops to review and analyze inaccuracies in translations (e.g., incorrectly translating bay' al-salam as ladder sale) and explore ways to rectify them.
- Motivate practitioners to support their translation decisions with theoretical frameworks, such as Skopos theory.

4.4.Future Recommendations

The study suggests the following future directions:

- A study should be conducted to translate financial terminology from English into Arabic, as the present research focused on translating from Arabic to English.
- While this study emphasized Islamic banking terminology, there is a need to explore the challenges translators face with general financial terms between Arabic and English.
- It would be beneficial to replicate this study using the same methodology but with a larger data set and more participants to enhance the reliability of the findings.
- It would be interesting to investigate the challenges encountered by translators in the financial sector using a different language pair, specifically between English and French, and compare those findings to the current research.
- An analysis of the connotative meanings involved in the translation of financial terms between English and Arabic would also be a valuable area of study.

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Appendices

Appendix A

Sample Texts for Terminological Translation

Dear teacher/translator,

You are kindly requested to translate the following five passages from Arabic to English. Your responses will contribute to our analysis of the challenges involved in translating within legal-religious and financial context.

Text 01

بيع السلم جائز إذا استوفى شروطه الشرعية ولم يتضمن في حكمه بيع الغرر. ومن أنواع البيوع المشروعة: الإجارة المنتهية بالتمليك، والمضاربة، والمساقاة، والاستصناع، والسلم الموازي، والبيع بالثمن الحاضر.

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Text 02

تُستخدم صيغة المرابحة للآمر بالشراء في تلبية احتياجات المتعاملين مثل شراء سكن أو سيارة أو تجهيزات. لكن الضروري لصحة هذا العقد هو أن يتملك المصرف السلعة قبل بيعها للمتعامل، وأن يتحمل ضمانها خلال فترة الحيازة، وإلا كان العقد صورياً لا يحقق مقاصد الشريعة في التمويل الإسلامي.

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Text 03

يستخدم عقد التورق في قضاء الحاجات مثل قضاء دين أو زواج أو علاج، لذا فالهدف منه منح التمويل وإدارة

السيولة إلا أن الأمر الملزم لتطبيق هذا العقد هو أن يكون العميل بحاجة كبيرة للنقد ولا يستطيع الحصول عليه من

أشكال العقود الأخرى أو من أي مصدر آخر وغير ذلك لا يجوز العمل بهذا العقد، حيث اعتمدت البنوك استخدامه

في أشكال عديدة تعارض الشريعة والمبادئ الأساسية للصيرفة الإسلامية.

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Text 04

الصيغة السليمة للمشاركة الحقيقية هي أن المصرف والمتعامل يشتريان السلعة معاً بصفة شركاء، وليس بأسلوب العينة. فإذا قام المصرف بشراء السلعة، ثم بيعها للمتعامل بالتقسيط، ثم يعيد المتعامل بيعها نقداً بسعر أقل، فهذه صورة من صور بيع العينة المنهي عنها شرعاً والفرق بين السعرين يمثل الربا المحرم.

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Text 05

بيع الامانة جائز إذا لم يتضمن نوعا من أنواع البيوع المحرمة، مثل بيع النجش ومن انواع بيع الأمانة هي بيع الوفاء،

وبيع التّلجئة، و ّ بيع المرابحة، والوضيعة، والإشراك، والبيع المسترسل أو البيع بسعر السوق.

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Source: Adapted from

موقع المكتبة الشاملة

موقع الدرر السنية

كتاب فقه الزكاة للدكتور يوسف القرضاوي

Appendix B

Expert Validation Form

Expert Name: _____

Role (Tick): ☐ Translator ☐ Translation Teacher

Date: _____

Based on the following criteria, please evaluate the *original Arabic texts* based on their clarity, relevance, and suitability for translation in the context of Islamic banking.

Criteria			Comments
1. Are the texts appropriate for translation?			
2. Do they contain authentic and relevant Islamic banking terminologies?			
3. Is the original Arabic language clear enough?			
4. Are there any ambiguities that may hinder the process of translation?			
5. Do the texts contain valuable features that are feasible for the teaching or the training of translation?			

General Comment: Please feel free to add any suggestions for texts improvements

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Overall Evaluation:

- Ready for use ☐
- Requires minor revision ☐
- Requires moderate revision ☐

Appendix C

Teacher Consent Form

Title of the Dissertation

Challenges of Translating Financial Terminologies from Arabic to English in an Islamic Banking Context: A Case Study Approach

Supervisor: Dr. Karima Achouri, MCB, Department of Literature and the English Language, Tebessa University.

Dear teacher,

We are currently Master students, majoring in language sciences at Echahid Cheikh Larbi Tebessi university, Algeria. Our study aims to investigate the challenges that may encounter professional practitioners in translating Islamic Financial Terminologies; to help achieve this aim, you will kindly be asked to translate five short passages (overall contain 30 technical terms) between Arabic and English.

Your contribution as a teacher and translator is highly valuable, as your expertise will enrich the understanding of how Islamic legal concepts can be conveyed across languages and cultures and translated based on many concepts and the lexical gaps that may encounter during the process.

Your participation is entirely voluntary. You may withdraw at any point without giving a reason. If you withdraw, all data you have supplied will be deleted and will not be used in the study.

Should you have any questions, we remain at your disposal. You can also

contact our supervisor. She can be reached at: karima.achouri@univ-tebessa.dz

Statement of Consent

I have read and understood the information above. I agree to take part in this study and understand that I can withdraw at any time without penalty.

Teacher's name:

Signature:

Date:

Researcher declaration

We, the undersigned, confirm that we have explained the study to the participant and answered all questions.

Researchers' names:

Signature:

Date :

Appendix D

Head of the Department Approval



الجمهورية الجزائرية الديمقراطية الشعبية

وزارة التعليم العالي والبحث العلمي

جامعة الشهيد الشيخ العربي التّبسي – تبسة

القطب الجامعي دريد عبد المجيد

كلية الآداب واللغات

قسم الآداب واللغة الإنجليزية

إلى السيد/ة:

الموضوع: ترخيص بإجراء تربص ميداني

أنا السيد رئيس قسم الأدب واللغة الإنجليزية

أرخص للطالبين منيجل محمد الطيب ومسلوب بهاء الدين بإجراء تربص في مكتب حضرتكم، في إطار استكمال تحضيرهم لمذكرة التخرج لنيل شهادة الماستر للسنة الدراسية: 2024-2025

في الأخير تقبلوا مني فائق الاحترام والتقدير

رئيس القسم

رئيس قسم الأداب واللغة الإنجليزية

د. عبدوسي لمين

إطار استكمال تحضير هم لمذكر ه التخر ج لنيل شهاده الماستر للسنه الدر اسيه: 2024/2025

Appendix E

Practitioners Answers

Translator One Answers:

Dear teacher/translator,
You are kindly requested to translate the following five passages from Arabic to English. Your responses will contribute to our analysis of the challenges involved in translating within legal-religious and financial context.
Texts:

بيع السلم جائز إذا استوفى شروطه الشرعية ولم يتضمن في حكمه بيع الغرر. ومن أنواع البيوع المشروعة: الإجارة المنتهية بالتمليك، والمضاربة، والمساقاة، والاستصناع، والسلم الموازي، والبيع بالثمن الحاضر.

Salam Sale is permissible if it meets its legal Conditions and did not contain in its judgement selling Gharar involving uncertainty in the contractual obligation Among the legitimate Sales: the expired lease by sale and leaseback and speculation and courses and istisna and parallel Salam and selling at the present price

Text 02:

تُستخدم صيغة المرابحة للآمر بالشراء في تلبية احتياجات المتعاملين مثل شراء سكن أو سيارة أو تجهيزات. لكن الضروري لصحة هذا العقد هو أن يتملك المصرف السلعة قبل بيعها للمتعامل، وأن يتحمل ضمانها خلال فترة الحيازة، وإلا كان العقد صورياً لا يحقق مقاصد الشريعة في التمويل الإسلامي.

the Murabaha on purchase order is used to meet customer needs such as purchasing a house or a car or equipments But the necenary element for the validity of this contract is that the bank should own the commodity before selling it to the customer and to bear its guarantee during the period of possession otherwise the contract would be just a form that could not achieve the purpose of the shari'a in the islamic financing.

Text 03:

يستخدم عقد التورق في قضاء الحاجات مثل قضاء دين أو زواج أو علاج، لذا فالهدف منه منح التمويل وإدارة السيولة إلا أن الأمر الملزم لتطبيق هذا العقد هو أن يكون العميل بحاجة كبيرة للنقد ولا يستطيع الحصول عليه من أشكال العقود الأخرى أو من أي مصدر آخر وغير ذلك لا يجوز العمل بهذا العقد، حيث اعتمدت البنوك استخدامه

في أشكال عديدة تعارض الشريعة والمبادئ الأساسية للصيرفة الإسلامية.

the tawarruq contract is used in meeting needs such as paying off a debt or a marriage, or treatment, that is why the purpose of using it is to grant funding and management of liquidity, but the binding order to implement the contract is that the client should be in great need for cash and he could not get it through other contracts form or from any other ~~sour~~ source, then it is not allowed to use this contract since the bank adopts its use in several forms which are against the shares and main principles of the Islamic banking

Text 04:

الصيغة السليمة للمشاركة الحقيقية هي أن المصرف والمتعامل يشتريان السلعة معاً بصفة شركاء، وليس بأسلوب العينة. فإذا

قام المصرف بشراء السلعة، ثم بيعها للمتعامل بالتقسيط، ثم يعيد المتعامل بيعها نقداً بسعر أقل، فهذه صورة من صور بيع العينة

المنهي عنها شرعاً والفرق بين السعرين يمثل الربا المحرم.

the proper formula for participation is that the bank and the dealer buy together the goods as partners and not under the shape of sample. If the bank buys the goods and sell it to dealer in installments and then resell it by cash with a small price, that is an image of the images of selling the sample that is prohibited by the law.

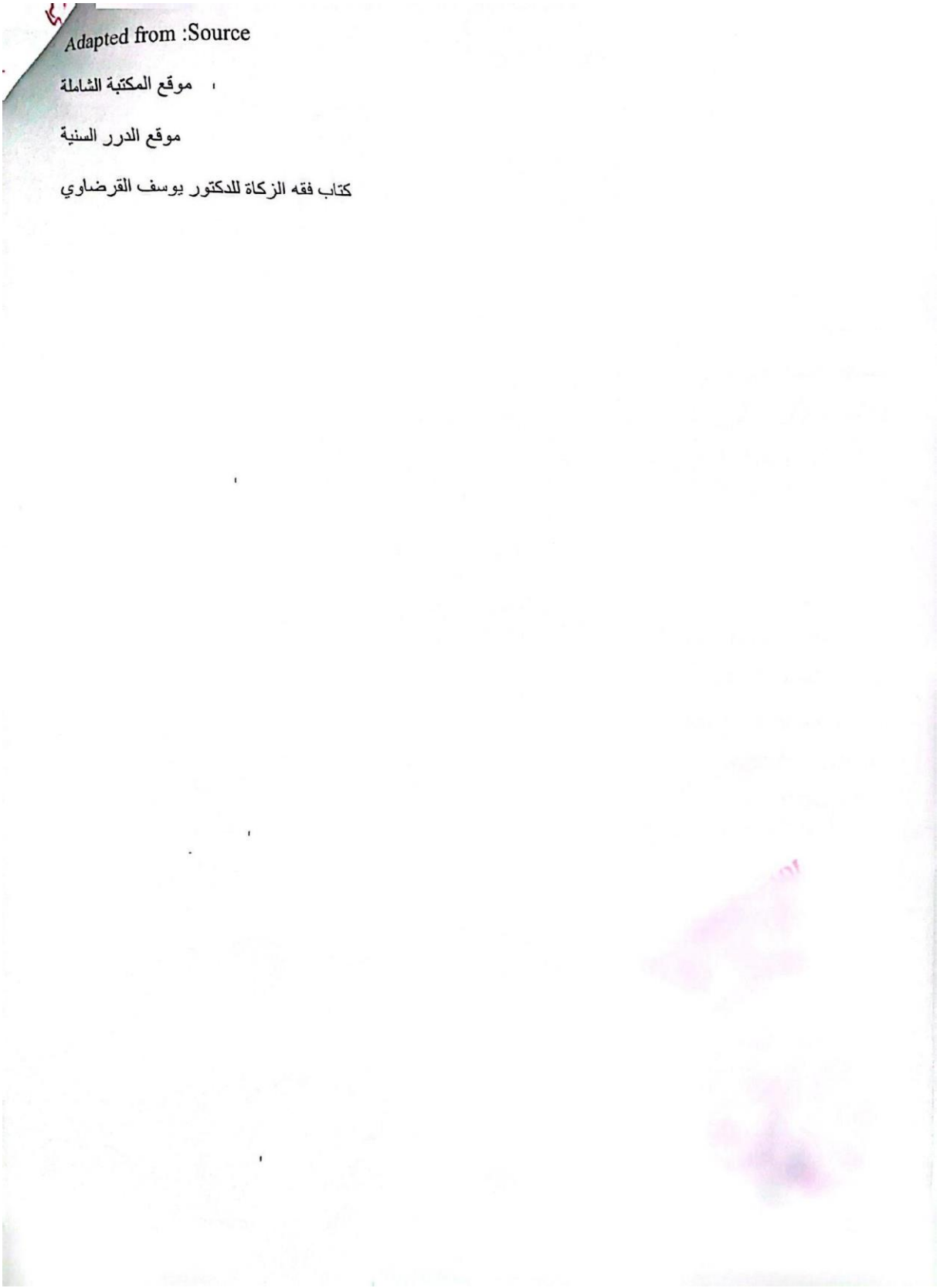
Text 05:

the different between the price is what we call usurary which is prohibited by Islamic law

بيع الامانة جائز إذا لم يتضمن نوعا من أنواع البيوع المحرمة، مثل بيع النجش ومن انواع بيع الأمانة هي بيع الوفاء،

وبيع التّلجئة، و ّ بيع المرابحة، والوضيعة، والإشراك، والبيع المسترسل أو البيع بسعر السوق.

Selling trust is allowed if it does not contain a kind of forbidden sales such as rigging the market Among the kinds of selling trust is loyalty sale and asylum sale and murabaha sale of wadia, contribution and delayed sale or selling with market price.


Adapted from :Source
موقع المكتبة الشاملة ،
موقع الدرر السنية
كتاب فقه الزكاة للدكتور يوسف القرضاوي

Translator Two Answers:

Dear teacher/translator,
You are kindly requested to translate the following five passages from Arabic to English. Your responses will contribute to our analysis of the challenges involved in translating within legal-religious and financial context.
Texts:

بيع السلم جائز إذا استوفى شروطه الشرعية ولم يتضمن في حكمه بيع الغرر. ومن أنواع البيوع المشروعة: الإجارة المنتهية بالتمليك، والمضاربة، والمساقاة، والاستصناع، والسلم الموازي، والبيع بالثمن الحاضر.

The ladder sale is ra'i' if the aebs accomplish all it's legal conditi
and they do not include inside it's rules. Ghanar selling. also, there are
other legal selling forms. lease sale finished by possession speech
elaborating (Musaqat), personal command (Istisnaa), parallel
shareware and the selling at the present price.

Text 02:

تُستخدم صيغة المرابحة للآمر بالشراء في تلبية احتياجات المتعاملين مثل شراء سكن أو سيارة أو تجهيزات. لكن الضروري لصحة هذا العقد هو أن يتملك المصرف السلعة قبل بيعها للمتعامل، وأن يتحمل ضمانها خلال فترة الحيازة، وإلا كان العقد صورياً لا يحقق مقاصد الشريعة في التمويل الإسلامي.

The form of sale murabaha agreed profit or Murabaha is employed fo
the order of buying in the case of fulfilling customers needs : such
as buying a house, a car, or equipments. but the conformity of t
kind of Comparket is linked with the ownership of the commodity by the
bank before selling it to the operator and also the bank must guarante
or insure or while the possession period of the product for the contract th
will be formally, and will not realise the Shariaa purposes
in Islamic finance.

Text 03:

يستخدم عقد التورق في قضاء الحاجات مثل قضاء دين أو زواج أو علاج، لذا فالهدف منه منح التمويل وإدارة السيولة إلا أن الأمر الملزم لتطبيق هذا العقد هو أن يكون العميل بحاجة كبيرة للنقد ولا يستطيع الحصول عليه من أشكال العقود الأخرى أو من أي مصدر آخر وغير ذلك لا يجوز العمل بهذا العقد، حيث اعتمدت البنوك استخدامه

في أشكال عديدة تعارض الشريعة والمبادئ الأساسية للصيرفة الإسلامية.

The Tawaruq contract is employed for fulfilling needs such as paying a debt, marriage or else, it's purpose is going finance and liquidity management. It is applied when the client is really in need for a lot of money (some) while he can not obtain liquidity by other contract forms or other resources except of that, it's illegal nope but not although banks have many forms of it such which disagree with Shariaa and the essential principles of Islamic finance

Text 04:

الصيغة السليمة للمشاركة الحقيقية هي أن المصرف والمتعامل يشتريان السلعة معاً بصفة شركاء، وليس بأسلوب العينة. فإذا قام المصرف بشراء السلعة، ثم بيعها للمتعامل بالتقسيط، ثم يعيد المتعامل بيعها نقداً بسعر أقل، فهذه صورة من صور بيع العينة المنهي عنها شرعاً والفرق بين السعرين يمثل الربا المحرم.

The real and secure form is when the bank and the client buys together the commodity like partners, but not by the simple form (Inah), when the bank buys the Merchandise then resell it to the customer using a new payment method (installment), taken the client sell it again in prices, cheaply. Thus, some of the simple sale figures forbidden by Islam because the difference in price is called usury (Riba) which is illicit

Text 05:

بيع الامانة جائز إذا لم يتضمن نوعا من أنواع البيوع المحرمة، مثل بيع النجش ومن انواع بيع الأمانة،هي بيع الوفاء، وبيع التّلجئة، و بيع المرابحة، والوضيعة، والإشراك، والبيع المسترسل أو البيع بسعر السوق.

Trust based sale is legal whereas it doesn't include one of the illicit sale forms like false offer price selling (Najash), other than types of Trust based sale, loyalty sale, Tawliya Sale (Murabaha sale), loss estate selling, co-partner sale, [Murabaha Sale] or sell at market price

Adapted from :Source

موقع المكتبة الشاملة

موقع الدرر السنية

كتاب فقه الزكاة للدكتور يوسف القرضاوي

Translator Three Answers:

Dear teacher/translator,

You are kindly requested to translate the following five passages from Arabic to English. Your responses will contribute to our analysis of the challenges involved in translating within legal-religious and financial context.

Text 01

بيع السلم جائز إذا استوفى شروطه الشرعية ولم يتضمن في حكمه بيع الغرر. ومن أنواع البيوع المشروعة: الإجارة المنتهية بالتمليك، والمضاربة، والمساقاة، والاستصناع، والسلم الموازي، والبيع بالثمن الحاضر.

Essalam sale (advance payment sale) is permissible in case it meets its Shariah- conditions and does not involve elements of Al-Gharar sale (excessive uncertainty sale). Among Shariah-legitimate types of sales; there are: El-Ijarah Muntahia Bittamleek (lease-to-own), ElMudarabah (profit-sharing partnership), El-Musaquat (irrigation partnership), El-Istisnaa' (manufacturing contract), Parallel Essalam (Essalam back-to-back), and spot sale (sale at the current market price)."

Text 02

تُستخدم صيغة المرابحة للآمر بالشراء في تلبية احتياجات المتعاملين مثل شراء سكن أو سيارة أو تجهيزات. لكن الضروري لصحة هذا العقد هو أن يتملك المصرف السلعة قبل بيعها للمتعامل، وأن يتحمل ضمانها خلال فترة الحيازة، وإلا كان العقد صورياً لا يحقق مقاصد الشريعة في التمويل الإسلامي.

El- Murabaha to the Purchase Orderer structure is commonly used to meet the needs of clients, such as purchasing a house, a car, or equipment. However, for this contract to be valid and

Shariah-compliant, it is essential that the Islamic bank first acquires ownership of the asset before selling it to the client, and that the bank assumes the ownership guaranties during the holding period.

If these conditions are not fulfilled; the contract is deemed merely a formal financing arrangement, rather than a real trade transaction. Such a structure would fail to achieve the objctives of al-Shariah in Islamic finance.

Text 03

يستخدم عقد التورق في قضاء الحاجات مثل قضاء دين أو زواج أو علاج، لذا فالهدف منه منح التمويل وإدارة السيولة إلا أن الأمر الملزم لتطبيق هذا العقد هو أن يكون العميل بحاجة كبيرة للنقد ولا يستطيع الحصول عليه من أشكال العقود الأخرى أو من أي مصدر آخر وغير ذلك لا يجوز العمل بهذا العقد، حيث اعتمدت البنوك استخدامه في أشكال عديدة تعارض الشريعة والمبادئ الأساسية للصيرفة الإسلامية.

Tawarruq contract is used to meet essential needs such as repaying debts, marriage expenses, or medical treatment. The primary objective of this contract is to provide financing and manage liquidity. However, the binding condition for implementing this contract is that the client must be in genuine need of cash and unable to obtain it through other permissible contracts or any other sources. Otherwise, it is not permissible to use this contract.

Nonetheless, banks have adopted Tawarruq in various forms that contradict Shariah principles and deviate from the foundational objectives of Islamic banking.

Text 04

الصيغة السليمة للمشاركة الحقيقية هي أن المصرف والمتعامل يشتريان السلعة معاً بصفة شركاء، وليس بأسلوب العينة. فإذا قام المصرف بشراء السلعة، ثم بيعها للمتعامل بالتقسيط، ثم يعيد المتعامل بيعها نقداً بسعر أقل، فهذه صورة من صور بيع العينة المنهي عنها شرعاً والفرق بين السعرين يمثل الربا المحرم.

The proper structure of genuine partnership requires that both the bank and the client jointly purchase the commodity as partners, rather than employing a strategy resembling El-Aayena. If the bank purchases the commodity first and subsequently sells it to the client on a deferred payment basis, and the client then sells it for immediate cash at a lower price, this constitutes a form of El-Aayena sale, which is explicitly prohibited in Shariah. The difference between the deferred price and the cash resale price effectively represents prohibited interest (Ribā).

Text 05

بيع الامانة جائز إذا لم يتضمن نوعا من أنواع البيوع المحرمة، مثل بيع النجش ومن انواع بيع الأمانة هي بيع الوفاء، وبيع التّلجئة، و ّ بيع المرابحة، والوضيعة، والإشراك، والبيع المسترسل أو البيع بسعر السوق.

Trust-based sale (El-Amānah sale) is permissible as long as it do not involve any form of prohibited sales, such as Najsh (fraudulent bidding). El-Amānah sale's types include El-Wafā'sale (sale with a buy-back condition), El-Taljī'ah sale (sale under compulsion), El-Murābaḥah (cost plus sale), El-Wadīʿaiah (sale with a disclosed loss), El-Ishrāk (joint ownership sale), and El-Mustarsil sale (sale with a non-bargaining buyer), and sale at market price

Source: Adapted from

موقع المكتبة الشاملة

موقع الدرر السنية

كتاب فقه الزكاة للدكتور يوسف القرضاوي

Translator Four Answers:

Dear teacher/translator,

You are kindly requested to translate the following five passages from Arabic to English. Your responses will contribute to our analysis of the challenges involved in translating within legal-religious and financial context.

Text 01

بيع السلم جائز إذا استوفى شروطه الشرعية ولم يتضمن في حكمه بيع الغرر. ومن أنواع البيوع المشروعة: الإجارة المنتهية بالتمليك، والمضاربة، والمساقاة، والاستصناع، والسلم الموازي، والبيع بالثمن الحاضر.

Salam (forward) sales are permissible under Chariaa' law if they meet all required conditions and do not involve excessive uncertainty (gharar). Other Chariaa'-compliant financial contracts include: lease-to-own (Ijara Mountahia Bitt'amlik), profit-sharing (Moudharaba), crop-sharing (Mousaqat), manufacturing contracts (Istisnaa'), parallel Salam (forward) contracts, and spot sales.

Text 02

تُستخدم صيغة المرابحة للآمر بالشراء في تلبية احتياجات المتعاملين مثل شراء سكن أو سيارة أو تجهيزات. لكن الضروري لصحة هذا العقد هو أن يتملك المصرف السلعة قبل بيعها للمتعامل، وأن يتحمل ضمانها خلال فترة الحيازة، وإلا كان العقد صورياً لا يحقق مقاصد الشريعة في التمويل الإسلامي.

The Mourabaha to the purchase orderer Contract is used to meet customers' needs, such as acquiring a house, a car, or equipment. However, for the contract to be valid under Chariaa' law, the bank must first acquire ownership of the asset before selling it to the customer, and must also

bear the risk of ownership during the holding period. Otherwise, the contract would be merely nominal and would fail to fulfill the objectives of Chariaa' in Islamic financing.

Text 03

يستخدم عقد التورق في قضاء الحاجات مثل قضاء دين أو زواج أو علاج، لذا فالهدف منه منح التمويل وإدارة السيولة إلا أن الأمر الملزم لتطبيق هذا العقد هو أن يكون العميل بحاجة كبيرة للنقد ولا يستطيع الحصول عليه من أشكال العقود الأخرى أو من أي مصدر آخر وغير ذلك لا يجوز العمل بهذا العقد، حيث اعتمدت البنوك استخدامه في أشكال عديدة تعارض الشريعة والمبادئ الأساسية للصيرفة الإسلامية.

The Tawarroq contract is used to meet personal financial needs, such as repaying a debt, covering marriage expenses, or medical treatment. Its primary purpose is to provide financing and manage liquidity. However, for this contract to be legitimately applied, the customer must have a genuine and pressing need for cash and be unable to obtain it through other permissible contracts or lawful means. Otherwise, it is impermissible to use this contract, as many banks have adopted various forms of Tawarroq that conflict with Chariaa' principles and the core values of Islamic banking.

Text 04

الصيغة السليمة للمشاركة الحقيقية هي أن المصرف والمتعامل يشتريان السلعة معاً بصفة شركاء، وليس بأسلوب العينة. فإذا قام المصرف بشراء السلعة، ثم بيعها للمتعامل بالتقسيط، ثم يعيد المتعامل بيعها نقداً بسعر أقل، فهذه صورة من صور بيع العينة المنهي عنها شرعاً والفرق بين السعرين يمثل الربا المحرم.

The correct form of genuine Moucharakah (partnership) is for the bank and the client to jointly purchase an asset as partners, rather than using an AlAinah (buy-back) arrangement. If the bank

purchases the asset, then sells it to the client on deferred payment terms, and the client subsequently sells it for immediate cash at a lower price, this constitutes a prohibited Ainah transaction. The difference between the two prices effectively represents unlawful interest (riba or usurious gain), which is forbidden under Chariaa' law.

Text 05

بيع الامانة جائز إذا لم يتضمن نوعا من أنواع البيوع المحرمة، مثل بيع النجش ومن انواع بيع الأمانة هي بيع الوفاء، وبيع التّلجئة، و ّ بيع المرابحة، والوضيعة، والإشراك، والبيع المسترسل أو البيع بسعر السوق.

Amanah (trust-based) sales are permissible provided they do not involve any prohibited forms of sales, such as Najach (artificially inflating prices). Types of Amanah sales include al-Wafa (sale with the right of repurchase), al-Talji'aah Sale (forced sale under duress), Mourabaha (cost-plus sale), Wadi'aah (sale with disclosed loss), Ichrak (joint sale), and al-Moustarsal (sale at the prevailing market price).

Source: Adapted from

موقع المكتبة الشاملة

موقع الدرر السنية

كتاب فقه الزكاة للدكتور يوسف القرضاوي

Résumé

Cette recherche a examiné les difficultés que rencontrent les traducteurs lors de la conversion de textes financiers arabes en anglais, en mettant particulièrement l'accent sur la terminologie bancaire islamique. L'étude visait à explorer les facteurs culturels qui entravent la traduction en raison des divergences lexicales entre l'arabe et l'anglais et à identifier les stratégies de traduction couramment utilisées. Une approche de recherche qualitative a été employée, impliquant des traducteurs professionnels arabe-anglais chargés de traduire des textes financiers arabes en anglais. Les textes ont été analysés pour déterminer comment les traducteurs ont abordé les termes bancaires islamiques et si ces défis ont affecté l'efficacité de la traduction. De plus, des entretiens ont été menés avec les traducteurs pour obtenir des perspectives plus approfondies sur les obstacles qu'ils rencontrent et leurs causes sous-jacentes. L'étude s'est appuyée sur deux cadres théoriques : la théorie de l'équivalence dynamique de Nida et la théorie du Skopos de Vermeer. Après une analyse approfondie, la recherche a révélé que la traduction des termes liés à la banque islamique présente des défis significatifs, notamment l'absence d'équivalents directs, des termes financiers culturellement spécifiques et une expertise financière insuffisante. Les résultats ont indiqué que la méthode de traduction a directement influencé la précision et la clarté du message visé. Ils ont également mis en évidence des stratégies et méthodes efficaces qui facilitent le processus de traduction, qui sont principalement influencées par la familiarité du public cible avec la finance islamique. Pour les publics bien versés dans ce domaine, une approche de translittération peut suffire ; cependant, lorsque le public manque de connaissances, une combinaison de translittération et d'explication supplémentaire est conseillée. Pour répondre aux défis

identifiés, le chercheur a recommandé que les traducteurs développent une compréhension approfondie de la culture cible et améliorent leurs connaissances de la finance islamique avant de s'engager dans la traduction.

Mots-clés : Banque islamique, finance islamique, théorie de l'équivalence dynamique de Nida, traduction, théorie du Skopos de Vermeer.

الملخص

بحثت هذه الدراسة في الصعوبات التي يواجهها المترجمون عند تحويل النصوص المالية العربية إلى الإنجليزية، مع التركيز بشكل خاص على مصطلحات المصرفية الإسلامية. هدفت الدراسة إلى استكشاف العوامل الثقافية التي تعرقل الترجمة بسبب التباينات المعجمية بين العربية والإنجليزية وتحديد استراتيجيات الترجمة المستخدمة بشكل شائع. تم استخدام منهج بحثي نوعي، شمل مترجمين مهنيين من العربية إلى الإنجليزية مكلفين بترجمة النصوص المالية العربية إلى الإنجليزية. تم تحليل النصوص لتحديد كيفية تعامل المترجمين مع مصطلحات المصرفية الإسلامية وما إذا كانت هذه التحديات قد أثرت على فعالية الترجمة. بالإضافة إلى ذلك، تم إجراء مقابلات مع المترجمين للحصول على رؤى أعمق حول العقبات التي يواجهونها والأسباب الكامنة وراءها. استندت الدراسة إلى إطارين نظريين: نظرية التكافؤ الديناميكي لنايدا ونظرية الغرض لفيرمير. بعد تحليل شامل، كشفت الدراسة أن ترجمة المصطلحات المتعلقة بالمصرفية الإسلامية تطرح تحديات كبيرة، بما في ذلك عدم وجود مكافئات مباشرة، والمصطلحات المالية الخاصة بالثقافة، والخبرة المالية غير الكافية. أشارت النتائج إلى أن طريقة الترجمة أثرت بشكل مباشر على دقة ووضوح الرسالة المقصودة. كما سلطت الضوء على الاستراتيجيات والطرق الفعالة التي تساعد في عملية الترجمة، والتي تتأثر بشكل أساسي بمدى إلمام الجمهور المستهدف بالتمويل الإسلامي. بالنسبة للجماهير المطلعة جيداً على هذا المجال، قد يكون نهج النقل الصوتي كافياً؛ ومع ذلك، عندما يفتقر الجمهور إلى المعرفة، يُنصح بالجمع بين النقل الصوتي والتفسير الإضافي. لمعالجة التحديات المحددة، أوصى الباحث بأن يطور المترجمون فهماً عميقاً للثقافة المستهدفة ويعززوا معرفتهم بالتمويل الإسلامي قبل الانخراط في الترجمة.

الكلمات المفتاحية: المصرفية الإسلامية، التمويل الإسلامي، نظرية التكافؤ الديناميكي لنايدا، الترجمة، نظرية الغرض لفيرمير.