

MODALITY IN THE VIETNAMESE LAW ON ENTERPRISES: HOW “ĐƯỢC” AND “BỊ” ARE TRANSLATED INTO ENGLISH

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Abstract: This article examines how the Vietnamese modal verbs *được* and *bị* in the 2020 Law on Enterprises are translated into English through the lens of modality theory. Using a Vietnamese–English parallel corpus drawn from the statute and its official English version (from Thư viện Pháp luật), the study applies descriptive and contrastive methods, combined with frequency analysis. The results show that both verbs are frequent and play a key role in expressing rights and obligations: *được* appears 337 times and is typically translated as *shall* (as well as *may* and *will*), while *bị* appears 170 times, but only 46 instances involve modal use. These modal uses are mainly rendered as *shall*, with context sometimes favoring *may*, *will*, or *can*. The study highlights the importance of these modal verbs and the challenges of achieving precise English equivalence and recommends expanding the corpus to include a wider range of legal texts.

Key words: Modality; legal discourse; Vietnamese modal verbs; modal translation

TÌNH THÁI TỪ TRONG LUẬT DOANH NGHIỆP VIỆT NAM: CHUYỂN DỊCH “ĐƯỢC” VÀ “BỊ” SANG TIẾNG ANH

Tóm tắt: Bài báo phân tích cách dịch hai động từ tình thái tiếng Việt *được* và *bị* trong Luật Doanh nghiệp 2020 sang tiếng Anh dưới góc nhìn lý thuyết Tình thái. Nghiên cứu xây dựng ngữ liệu song song Việt–Anh từ văn bản luật và bản dịch tiếng Anh chính thức trên Thư viện Pháp luật, áp dụng phương pháp miêu tả, đối chiếu và thống kê tần suất. Kết quả cho thấy *được* và *bị* xuất hiện dày đặc, góp phần thể hiện quyền và nghĩa vụ trong diễn ngôn pháp lý. *Được* xuất hiện 337 lần, thường được dịch là *shall*, đôi khi là *may* hoặc *will* để phản ánh mức độ nghĩa vụ/khả năng khác nhau. *Bị* xuất hiện 170 lần nhưng chỉ 46 trường hợp mang nghĩa tình thái; phần lớn được dịch là *shall*, song tùy ngữ cảnh có thể cần *may*, *will* hoặc *can*. Nghiên cứu nhấn mạnh tầm quan trọng của các động từ tình thái này cũng như những khó khăn trong việc đạt được sự tương đương toàn phần trong tiếng Anh, đồng thời đề xuất mở rộng ngữ liệu sang nhiều văn bản pháp luật khác.

Từ khóa: Tình thái; diễn ngôn pháp lý; động từ tình thái tiếng Việt; dịch động từ tình thái

1. Introduction

As Vietnam continues to attract foreign investment and deepen international economic integration, the need for accurate English translations of domestic legal documents has become increasingly pressing. The Law on Enterprises is particularly consequential, as it guides both foreign and domestic stakeholders through the procedures and legal requirements governing business establishment and operation. However, legal translation is widely recognized as intrinsically demanding because legal meaning is shaped by linguistic form, institutional practice, and culture-bound concepts (Cao, 2007). This complexity makes sustained research essential, especially on meaning-bearing features such as modality.

Promulgated in 2020 and effective from 1 January 2021 (hereafter, the Vietnamese Law on Enterprises), the statute regulates enterprise establishment, governance, reorganization, dissolution, and related activities. It contains frequent modal expressions that encode obligation, permission, prohibition, and possibility, thereby determining the degree of legal force. Nevertheless, research on the English translation of Vietnamese modal items—particularly *được* and *bị*—remains limited. In practice, inadequate recognition of their intended modal values may result in mistranslation and a consequent distortion of legislative meaning. These concerns motivate a focused investigation of how *được* and *bị* are translated in this statute.

Accordingly, this study addresses two questions:

- (1) What are the frequency and functional roles of *được* and *bị* when they operate as modal markers in the Vietnamese Law on Enterprises?
- (2) Which translation strategies are used to render these items in English, and to what extent are these strategies contextually appropriate?

The findings aim to inform translation practice and contribute empirical evidence to ongoing discussions of the modal status of *được* and *bị*.

2. Literature review

2.1 Modality in Vietnamese

Palmer (2001) defines modality as a semantic category expressing possibility, necessity, and obligation, thereby indicating a speaker's degree of commitment to a proposition. He distinguishes propositional modality (epistemic and evidential) from event modality (deontic and dynamic). From a Vietnamese perspective, Nguyen (2002) characterizes modality as the speaker's evaluative stance toward the utterance, its context, and reality. Nguyen and Tran (2019) associate deontic modality with speaker volition and define epistemic modality as the speaker's stance and commitment to the truth of what is asserted. Table 1 presents a summary of modal verbs in Vietnamese.

Table 1

Summary of Epistemic and Deontic Modal Verbs in Vietnamese

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

Source: Bui (2004)

According to Downing and Locke (2002), modality in English is a semantic category encompassing necessity, possibility, obligation, willingness, and permission. It encodes the speaker's stance toward the proposition and is commonly analysed in terms of epistemic and deontic modality. Epistemic modal verbs draw on the speaker's knowledge or assessment of evidence to express degrees of likelihood or necessity (Bukarica, 2019), whereas deontic modality concerns obligation and permission, reflecting normative judgements about what is required or allowed.

In Vietnamese, the markers *bị* and *được* remain contested with respect to their grammatical status and function. Diep (1996) classifies them as markers of “undergoing modality,” signaling states or outcomes attributed to external causation. Nevertheless, not all occurrences of *bị/được* carry modal meaning, particularly in legal texts where form–function relations tend to be more constrained. Following Bui (2004) and Nguyen (2003), modal verbs typically precede the lexical verb within the predicate and modify the described event. Accordingly, tokens of *bị/được* that do not instantiate this syntactic configuration—such as those occurring before nouns, inside noun phrases, or encoding a factual/legal outcome—are excluded from the modal category. Only uses that convey permission, obligation, or possibility are treated as modal. This distinction is crucial for semantic analysis and legal translation, given the role of modality in expressing legal force.

Finally, while equivalence is a guiding principle in translation, legal meaning is often system- and culture-bound; consequently, full equivalence is rarely attainable.

2.2 Equivalence in Translation

Jakobson (1959) is often credited with establishing equivalence as a central problem in translation, defining it as “equivalence in difference” and distinguishing intralingual, interlingual, and intersemiotic translation. He argues that full equivalence is unattainable because languages differ structurally and culturally, so translation necessarily entails interpretive and cultural adjustment rather than mere lexical substitution. Building on this view, Nida (1964) proposes formal equivalence, which prioritizes source text form and content, and dynamic equivalence, which aims for a comparable effect and intelligibility for target readers. Venuti (1995), however, cautions that dynamic equivalence may domesticate the source text and render cultural difference “invisible.” Overall, equivalence remains indispensable yet contested, particularly in legal translation, where precision must be balanced with contextual and cultural fidelity.

2.3 Previous Studies

Research on the translation of modality has expanded substantially in recent years. This article concentrates on modality translation in legal discourse, where the topic has attracted sustained attention in China. Studies on Chinese legal modal verbs and their English counterparts (e.g., Fan, 2020; Lian & Jiang, 2014; Pei & Li, 2018;) typically adopt parallel texts, quantify modal-verb frequencies, and classify modal meanings in both source and target texts (commonly in terms of epistemic vs. deontic modality). On this basis, they propose translation choices intended to preserve the modal force of the source provisions. Beyond Chinese–English, work on legal modality translation involving other languages—such as Greek (Kozobolis, 2020), Arabic (Mahdi & Husain, 2012), and Croatian (Konjarević, 2023)—has also been reported. However, the evidence base remains dispersed and comparatively limited, constraining efforts to develop an integrated framework.

In Vietnam, modality has been examined extensively, with major contributions developing theoretical accounts of Vietnamese modality (Bui, 2004; Cao, 1991; Diep, 1996; Huynh, 2022). Legal-oriented research has described modality in judicial documents (Nguyen & Tran, 2019), analysed modal predicates and constructions in contract language (Tran, 2015), and compared modality in the Vietnamese and Singaporean Laws on Enterprises (Nguyen & Nguyen, 2024). Nevertheless, dedicated studies on translating modality in Vietnamese legal texts are still scarce. In particular, *được* and *bị* have seldom been investigated as translation-relevant modal markers, partly because their modal status remains debated. Examining their translation in legal texts therefore addresses a clear gap and strengthens the study's relevance and contribution.

3. Methods and Corpora

The study adopts a descriptive linguistic approach to document how modality is expressed in authentic legal language and to analyse *được* and *bị* in their actual textual contexts. The research procedure includes topic delimitation, corpus collection, and structural and semantic analysis within the descriptive linguistic framework, which focuses on examining and recording how language is used in practice by its speakers.

This article focuses specifically on two Vietnamese modal verbs, *bị* and *được*. The dataset consists of a Vietnamese–English parallel corpus comprising the *2020 Law on Enterprises* (71,085 words; 115 pages) and its English translation (48,513 words; 136 pages), accessed through a paid subscription to *Thư Viện Pháp Luật*.

The rationale for selecting the *2020 Law on Enterprises* lies in the fact that legal texts typically contain a high frequency of modal expressions. This characteristic makes the document suitable for identifying and generalising the uses of *bị* and *được* in Vietnamese and examining their corresponding renderings in English. Within the scope of this study, the entire corpus was analyzed.

Based on this corpus, all clauses containing *bị* and *được* were first extracted. Modal verbs typically occur at the beginning of a verb phrase and precede the main verb (Bui, 2004); therefore, instances in which *được* and *bị* did not conform to this syntactic pattern were excluded from the corpus analysis. The analysis identified three situations in which *được* and *bị* should not be considered modal verbs: (i) when they precede a noun and function as markers of passive constructions; (ii) when they occur within a noun phrase rather than serving as the predicate; and (iii) when they merely state a legal fact or legal consequence instead of expressing modal meanings such as permission, obligation, or ability.

Based on the excerpts containing *bị* and *được*, the study then describes their syntactic and semantic characteristics and compares them with the corresponding translations in the English version. Subsequently, a contrastive method is employed to compare the Vietnamese provisions with their English renderings in order to assess how modal meanings are transferred and to determine which English modal operators are most appropriate in particular contexts.

4. Results

4.1 *Được* and *Bị* as Modal verbs in the Vietnamese Law on Enterprises

Based on modality theory, we examined every occurrence of *được* and *bị* in the Vietnamese Law on Enterprises, classified each instance as valid or invalid (e.g., occurrences in noun phrases, status markers, or those preceding nouns), and obtained the following results:

Table 2

Frequency of modal verbs Được và Bị in Vietnamese Law of Enterprises

	Được (n=791)	Bị (n=170)
Initial count	791	170
Invalid cases	454	124
Valid cases	337	46

As shown in Table 2, *được* occurs consistently more frequently than *bị* across all categories examined, indicating that *được* is the dominant modal marker in the Vietnamese *Law on Enterprises*. However, *được* and *bị* are not associated with a single, fixed modal value; depending on context, they may encode deontic or epistemic modality, as well as distinct subtypes of deontic meaning. For instance, *được* can express deontic permission, whereas its negated form *không được* conveys deontic prohibition (Nguyen, 2019). Accordingly, translators must adopt a range of strategies when rendering *được* and *bị* in the Vietnamese *Law on Enterprises*. The strategies identified in this study are summarized in Table 3.

Table 3

Distribution of Được and Bị as Modal Verbs and the Frequency of Their Translation Strategies

		Được		Bị	
		Frequency	Percent	Frequency	Percent
Modal verbs	Shall	173	51.5%	13	28.3%
	May	31	9.2%	1	2.2%
	Will	11	3.3%	2	4.3%
	Must	36	10.7%	0	0.0%
	Can	1	0.3%	1	2.2%
	Cannot	1	0.3%	0	0.0%
	Have to	1	0.3%	0	0.0%
Others		83	24.4%	29	63.0%

4.2 The Translation Strategies of *Được* in the Corpus

The modal verb *được* occurs frequently in the corpus, with a total of 337 valid modal instances. Following Bui (2004), *được* is analysed as a deontic marker of permission. A recurrent pattern is “*được thông qua*”, used for legal acts (e.g., decisions or resolutions) that take effect only when procedural or voting requirements are satisfied. In the English version, the translator frequently renders this construction with *shall*, including eight instances. In Excerpt 1, “*được thông qua*” is translated as “*shall be ratified*”, using *shall* to encode the normative condition for legal validity.

Excerpt 1

VN: Khoản 12 Điều 157 ‘Trừ trường hợp Điều lệ công ty có quy định tỷ lệ khác cao hơn, nghị quyết, quyết định của Hội đồng quản trị được thông qua nếu được đa số thành viên dự họp tán thành; trường hợp số phiếu ngang nhau thì quyết định cuối cùng thuộc về phía có ý kiến của Chủ tịch Hội đồng quản trị’.

EN: Clause 12 Article 157 ‘Unless a higher ratio is prescribed by the company's charter, a resolution or decision of the Board of Directors shall be ratified if it is voted for by the majority of the participants. In case of equality of votes, the option that is voted for by the President of the Board of Directors shall prevail’.

In contrast to *được, không được* expresses deontic prohibition (Bui, 2004). In the *Vietnamese Law on Enterprises* corpus, it occurs frequently in provisions that impose behavioral constraints or prohibit certain conduct by specified legal subjects. The construction is used both to define eligibility restrictions for particular positions (e.g., excluding certain relatives) and to state acts that are expressly forbidden in defined legal settings. In Excerpt 2, *không được* is translated as *must not*, which accurately preserves the deontic force of prohibition. As Coates (1983) notes, *must* can function to issue an order, including an order not to act. This choice therefore achieves functional equivalence by maintaining the provision's normative authority and legal effect, consistent with corpus findings in which *must* appears 36 times.

Excerpt 2

VN: Khoản 1 Điều 180 ‘Thành viên hợp danh không được làm chủ doanh nghiệp tư nhân; không được làm thành viên hợp danh của công ty hợp danh khác trừ trường hợp được sự nhất trí của các thành viên hợp danh còn lại’.

EN: Clause 1 Article 180 ‘A general partner must not be the owner of a sole proprietorship, must not be a general partner of another partnership unless it is accepted by the other general partners’.

Moreover, *được* is also rendered by other modal operators, notably *may*, which occurs in 31 instances, and *will*, with 11 occurrences. By contrast, *can* and its negated form *cannot* occur only once each, a frequency comparable to that of the modal verb phrase *have to*.

Excerpt 3

VN: Khoản 3 Điều 135 ‘Cổ tức có thể được chi trả bằng tiền mặt, bằng cổ phần của công ty hoặc bằng tài sản khác quy định tại Điều lệ công ty. Nếu chi trả bằng tiền mặt thì phải được thực hiện bằng Đồng Việt Nam và theo các phương thức thanh toán theo quy định của pháp luật’.

EN: “Clause 3 Article 135 ‘Dividends can be paid in cash, the company's shares or other assets specified in the company's charter. If dividends are paid in cash, it shall be VND and using the methods of payment prescribed by law’.

As a modal marker, *được* expresses deontic permission, indicating that the subject is legally entitled to perform certain acts. In this context, *shall* is an appropriate rendering because it conveys authorized capacity to act under specified legal conditions. In provisions governing the General Meeting of Shareholders or the Board of Directors, a meeting may be convened only if statutory requirements are satisfied. In Excerpt 4, *shall* occurs in the passive voice, appropriately construing the meeting as a deontic patient—a recipient of permission rather than an agent (Famina & Osminkin, 2022). Retaining passivisation also aligns with the passive nuance often associated with *được*, supporting syntactic fidelity.

Excerpt 4

VN: “Khoản 1 Điều 58 ‘Cuộc họp Hội đồng thành viên được tiến hành khi có số thành viên dự họp sở hữu từ 65% vốn điều lệ trở lên; tỷ lệ cụ thể do Điều lệ công ty quy định’.”

EN: “Clause 1 Article 58 ‘The meeting shall be conducted when it is participated by a number of members that hold at least 65% of charter capital; a specific ratio shall be specified in the company's charter’.”

Excerpt 5

VN: “Khoản 1 Điều 65 ‘Ban kiểm soát có từ 01 đến 05 Kiểm soát viên. Nhiệm kỳ Kiểm soát viên không quá 05 năm và có thể được bổ nhiệm lại với số nhiệm kỳ không hạn chế. Trường hợp Ban kiểm soát chỉ có 01 Kiểm soát viên thì Kiểm soát viên đó đồng thời là Trưởng Ban kiểm soát và phải đáp ứng tiêu chuẩn của Trưởng Ban kiểm soát’.”

EN: “Clause 1 Article 65 ‘The Board of Controllers shall have 1 – 5 Controllers. The term of office of a controller shall not exceed 05 years and without term limit. In case the Board of Controllers only has 01 controller, he/she shall be the Chief Controller and shall satisfy corresponding conditions’.”

However, the translator did not consistently rely on modal verbs as the primary translation strategy; in some contexts, non-modal renderings provide an effective alternative. Excerpt 5, which regulates Controllers (including the number, term of office, and exceptional circumstances), illustrates this approach. Although the Vietnamese text uses *được* to permit an unlimited number of terms, the translator reduces syntactic complexity by using the noun phrase “without term limit” rather than an English modal construction. Here, the omission of a modal verb is appropriate: the provision remains interpretable as conferring an entitlement while improving concision and readability.

In addition to its deontic function, *được* also frequently conveys epistemic meaning. In such uses, it encodes a subjective evaluation—often positive—by construing an event as fortunate, desirable, beneficial, or consistent with expectations; however, it may also express negative evaluation, signaling misfortune, disadvantage, or an undesired outcome (Bui, 2004). With this semantic orientation, epistemic *được* commonly occurs in provisions governing rights and entitlements in business settings.

Excerpt 6

VN: “Điểm c Khoản 1 Điều 187 ‘Được cung cấp báo cáo tài chính hằng năm của công ty; có quyền yêu cầu Chủ tịch Hội đồng thành viên, thành viên hợp danh cung cấp đầy đủ và trung thực thông tin về tình hình và kết quả kinh doanh của công ty; xem xét sổ kế toán, biên bản, hợp đồng, giao dịch, hồ sơ và tài liệu khác của công ty’;”

EN: “Point c Clause 1 Article 187 ‘Be provided with the partnership’s annual financial statements; request the President of the Board of Partners and general partners to fully and accurately provide information about the partnership’s business performance; examine accounting books, records, transactions and other documents of the company’;”

Excerpt 6 illustrates this tendency. Clause 1 of Article 178 sets out the rights of limited partners, further specified in the points listed under the clause. In the English version, the translator opts for a passive construction rather than an explicit modal verb. This choice does not undermine translational adequacy because the clause primarily describes rights or entitlements accruing to members, i.e., states of affairs that are pragmatically “passive” in context. The passive formulation (e.g., be provided with) foregrounds the privileges granted to capital contributors

while avoiding additional modal colouring that might introduce unintended senses of obligation or discretionary permission. Compared with *shall* or *may*, the passive voice also supports concision and the formal register expected in legal drafting.

Excerpt 7

VN: Điều 69 “Công ty chỉ được chia lợi nhuận cho các thành viên sau khi đã hoàn thành nghĩa vụ thuế và các nghĩa vụ tài chính khác theo quy định của pháp luật, bảo đảm thanh toán đủ các khoản nợ và nghĩa vụ tài sản khác đến hạn trả sau khi chia lợi nhuận.”
EN: Article 69 “A company’s profit may only be distributed to its members after its tax liabilities and other financial obligations have been fulfilled as prescribed by law and it is able to fully pay its due debts and other liabilities after profit is distributed.”

Finally, although *can* is often described as covering permission, possibility and ability (Coates, 1983; Eastwood, 1994), Palmer (1990) argues that it is not inherently deontic. Diachronic evidence likewise links *can* to knowledge/ability rather than authority (Famina & Osminkin, 2022), whereas *may* retains stronger deontic force. Corpus results reflect this preference: *must* occurs 36 times, while *can* appears only once.

Furthermore, the distribution of *must* and *have to* can be attributed to their semantic contrast. Carter and McCarthy (2006) note that *must* typically signals a speaker- or authority-imposed obligation, whereas *have to* more often denotes necessity arising from external circumstances. Because legal obligations are grounded in institutional authority rather than situational constraints, *must* predominates in legislative drafting and, correspondingly, in translation.

Excerpt 8

VN: “Khoản 2 Điều 68 ‘Trường hợp tăng vốn góp của thành viên thì vốn góp thêm được chia cho các thành viên theo tỷ lệ tương ứng với phần vốn góp của họ trong vốn điều lệ công ty’. [...]”
EN: “Clause 2 Article 68 ‘In case of increase in the members’ capital contribution, the increase will be distributed among the members in proportion to their holdings in the company’. [...]”

Finally, when *được* encodes an epistemic sense of possibility, *will* is often the most appropriate English equivalent for maintaining semantic correspondence between the source and target texts, as illustrated in Excerpt 8. There, the provision concerns a company’s increase in capital contributions—an event anticipated to occur in the future, typically after a period of operation and the achievement of favourable business results. In this context, *will* is preferable to *shall* because it more clearly signals futurity and prospective realisation, rather than construing the clause as imposing an obligation. This choice accords with Triebel’s (2009) recommendation to replace *shall* with *will* in legal drafting when the intended function is primarily future reference rather than deontic force, thereby reducing interpretive ambiguity and improving clarity.

4.3 The Translation Strategies of *Bị* in the Corpus

Bị is commonly analysed as a deontic modal because it can encode imposed obligation and adverse consequences for the subject (Nguyen & Tran, 2019). In the present dataset, *bị* occurs 170 times, yet only 46 tokens function modally; the remainder operate primarily as passive markers. As Bui (2004) observes, distinguishing these functions requires combined grammatical

and semantic analysis. Accordingly, the identification and translation of *bị* into English must be undertaken with care.

Where *bị* functions as a modal, it is frequently rendered by *shall* (14 instances), which helps preserve the provision's normative force. In Excerpt 9, for example, “*bị thu hồi*” is translated as “shall be revoked”, an appropriate choice insofar as *shall* maintains the deontic meaning and regulatory intent of the Vietnamese text. Nevertheless, modal translation alone may not fully capture *bị*'s meaning, because even in modal uses it often retains a passive component. As a result, English modals such as *shall*, *must*, or *may* may only approximate its full nuance. In Excerpt 10, “*bị nghiêm cấm*” is translated as “are prohibited”. Although it lacks an overt modal, it still encodes a legally binding prohibition, preserving legal register, intent, and enforceability.

Excerpt 9

VN: “Khoản 1 Điều 212 ‘Doanh nghiệp bị thu hồi Giấy chứng nhận đăng ký doanh nghiệp trong trường hợp sau đây’:”
EN: “Clause 1 Article 212 ‘An enterprise’s Certificate of Enterprise Registration shall be revoked in the following cases’:”

Excerpt 10

VN: “Khoản 1 Điều 211 ‘Kể từ khi có quyết định giải thể doanh nghiệp, doanh nghiệp, người quản lý doanh nghiệp bị nghiêm cấm thực hiện các hoạt động sau đây’:”
EN: “Clause 1 Article 211 ‘From the issuance date of the dissolution decision, the enterprise and its executives are prohibited from the following actions’:”

As shown in Table 3, besides *shall*, other modals—*may*, *will*, and *can* — are occasionally used to translate *bị*, though at markedly lower frequencies (*may* once, *will* twice, *can* once). Their use suggests that, in some contexts, *bị* is construed epistemically to foreground possibility or anticipated consequences rather than obligatory force. Bui (2004) classifies *bị* as an existential-epistemic modal indicating that the subject undergoes a given situation. Nguyen (2003) nonetheless notes deontic elements, and its dual role as a passive marker remains contested.

Excerpt 11

VN: “Khoản 2 Điều 94 ‘Chủ tịch và thành viên khác của Hội đồng thành viên bị cách chức trong trường hợp sau đây’:”
EN: “Clause 2 Article 94 ‘The President or another member of the Board of Members shall be discharge from duty in the following cases’:”

Excerpt 12

VN: “Khoản 4 Điều 101 ‘Chưa từng bị cách chức Chủ tịch Hội đồng thành viên, thành viên Hội đồng thành viên, Chủ tịch công ty, Giám đốc hoặc Tổng giám đốc, Phó giám đốc hoặc Phó Tổng giám đốc tại công ty hoặc ở doanh nghiệp nhà nước khác’.”
EN: “Clause 4 Article 101 ‘He/she has never been dismissed from the position of President of the Board of Members, member of the Board of Members, the company’s President, Director/General Director, Deputy Director/General Director of the company or another state-owned enterprise’.”

In Excerpt 11, “*bị cách chức*” compels the subject to undergo an unfavourable outcome; accordingly, *bị* realizes its epistemic modal value while retaining a passive orientation. A close English equivalent is “shall be dismissed from office”, where *shall* occurs within a passive

construction. As Palmer (2001) notes, *shall* may also function as an epistemic modal; in this context, it helps preserve both the passive framing and the modal evaluation encoded by *bị*, thereby maintaining the provision's negative implication.

In Excerpt 12, however, “*bị cách chức*” is translated as “has never been dismissed”, recasting the expression in the passive voice while shifting to the present perfect to denote a past event whose relevance persists. This choice reflects that the Vietnamese expression may refer to a potential prior occurrence rather than a legally enforceable commitment in the instant case; consequently, an explicit modal such as *shall* is unnecessary. As Rizka (2017) observes, the present perfect denotes completed events with continuing effects. Overall, the examples underscore the contextual complexity of *bị* and the need for flexible modal choices (e.g., *may, will, can*) in translation.

Excerpt 13

VN: “Khoản 3 Điều 95 ‘Ngoài trường hợp quy định tại Điều 94 của Luật này, Chủ tịch Hội đồng thành viên có thể bị miễn nhiệm, cách chức nếu không thực hiện quyền và nghĩa vụ quy định tại khoản 2 Điều này.’”

EN: “Clause 3 Article 95 ‘In addition to the cases specified in Article 94 of this Law, the President of the Board of Members may be dismissed or discharged if he/she fails to perform the rights and obligations specified in Clause 2 of this Article.’”

Excerpt 14

VN: “Khoản 3 Điều 178 ‘Trường hợp có thành viên góp vốn không góp đủ và đúng hạn số vốn đã cam kết thì số vốn chưa góp đủ được coi là khoản nợ của thành viên đó đối với công ty; trong trường hợp này, thành viên góp vốn có liên quan có thể bị khai trừ khỏi công ty theo quyết định của Hội đồng thành viên.’”

EN: “Clause 3 Article 178 ‘In case a limited partner fails to contribute capital fully and punctually as promised, the uncontributed capital shall be considered that partner’s debt to the company, in which case the limited partner can be excluded from the company under a decision of the Board of Partners.’”

May is an epistemic modal verb expressing possibility or uncertainty. In the dataset, it is used once among the 46 cases where *bị* functions modally, namely in Excerpt 13. This instance illustrates a Vietnamese double-modal construction, *có thể bị*, translated as *may be*. In line with Bui (2004), who argues that in double-modal sequences the first modal scopes over the entire expression, *có thể bị* here is best analyzed as epistemic. The structure foregrounds the conditional possibility of legal consequences rather than categorical obligation: the subject incurs the consequence only if a duty is breached. Accordingly, *may* appropriately preserves the source text modality and highlights the potentiality of the sanction. Double-modals may also be rendered with *can* (Excerpt 14). In that context, semantic and legal factors favor *can*, which conveys stronger enforceability, implying that expulsion will follow non-compliance and underscoring the Board of Members’ authority.

Excerpt 15

VN: “Khoản 1 Điều 185 ‘Thành viên hợp danh bị chấm dứt tư cách trong trường hợp sau đây’:”

EN: “Clause 1 Article 185 ‘A general partner status will be terminated if he/she’:”

In the dataset, *will* is used twice to translate modal *bị* (e.g., Excerpt 15). In this provision, the subject faces consequences contingent on specified conditions; *bị* signals a prospective

outcome rather than an immediate obligation. Consistent with Bui's (2004) classification of *bị* as an epistemic modal, *will* conveys the predicted realisation of the legal effect once the conditions are satisfied. It therefore frames termination of status as an inevitable consequence of compliance failure, not as a direct command. Overall, *bị* in Vietnamese legal texts is semantically complex, requiring context-sensitive modal choices. Renderings with *may*, *will*, and *can* flexibly preserve epistemic nuance while reflecting varying degrees of possibility and institutional authority.

5. Conclusion

In sum, because Vietnamese and English encode modality differently, translators must first determine whether *được* and *bị* function as modal verbs in context by analysing their semantic properties and syntactic patterns, and then select target-language forms that match the intended modal force. The findings confirm that both items are frequent and functionally salient in Vietnamese legal discourse, especially in construing rights and obligations. *Được* (337 tokens) is most commonly translated as *shall*, with *may* and *will* also used to capture weaker obligation or possibility. *Bị* occurs 170 times, but only 46 tokens are modal; these are typically rendered as *shall*, although its semantic complexity often motivates alternative solutions (e.g., *may*, *will*, *can*) depending on co-text. Overall, the distribution suggests there is no single, fixed strategy for either verb: translators alternate between modal auxiliaries and non-modal constructions to achieve semantic and grammatical equivalence.

From a theoretical perspective, the results contribute to the study of modality by showing that modal meaning in Vietnamese legal texts is not limited to canonical modal auxiliaries but may also be realized through multifunctional items such as *được* and *bị*. Their behavior demonstrates that modality interacts closely with voice, aspect, and evaluative meaning in Vietnamese grammar. This observation supports previous linguistic descriptions which note that Vietnamese modal expressions often overlap with other grammatical functions, and it further illustrates how such multifunctionality becomes particularly salient in formal legal discourse.

The findings also provide insights for contrastive linguistics. While English legal language relies heavily on a relatively stable set of modal auxiliaries such as *shall* and *may*, Vietnamese employs a wider range of lexical-grammatical strategies. The frequent rendering of *được* as *shall* in the corpus reflects the conventional role of *shall* in legal English for expressing rights and obligations. However, the variation observed in the translations, including the use of *may* and *will*, suggests that the relationship between Vietnamese modal markers and English modal auxiliaries is not strictly one-to-one. Instead, translators must interpret modal meanings at the clause level and choose forms that preserve both legal force and grammatical naturalness in the target language.

A key limitation of the present study is the reliance on a single-text corpus, namely the *2020 Law on Enterprises*, which restricts the generalizability of the findings. Future research could expand the dataset to include a wider range of legal genres and legislative documents in order to examine whether similar patterns of modal expression and translation strategies occur across different types of legal discourse.

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