

WILL AI TAKE OVER TRANSLATORS' JOBS? – A HUMAN TRANSLATOR AS AN ADDED VALUE IN THE CASE OF LEGAL TRANSLATIONS

VLADIMÍRA KVASNIČKOVÁ

ABSTRACT

With the development of large language models and artificial intelligence (AI), the past few years have seen a dramatic improvement in the quality and reliability of machine translations of legal texts, particularly in the field of neural machine translation (NMT). Translations of legal texts, particularly those that do not require authentication and thus do not need to be produced by a licensed court translator, are often done by people without a degree in translation studies. At best, they have graduated from linguistics-oriented fields, including language education; at worst, they have no formal training in translation or linguistics at all. This is often the case for law students who are required to produce translations for the law firms which employ them. If the prevailing view is that anyone can translate legal texts using AI technologies and neural machine translation, which direction will a trained human translator need to take in order to retain their position in the labour market? From my perspective, it will be the path of specialising in a particular field and ensuring first-rate results. In the case of legal translations, in addition to a proficient command of the relevant languages, it will be a competitive advantage to have profound knowledge of the legal systems of both the source and target languages, and to be able to translate texts so that they sound natural to native speakers of the target language. With a few practical examples of translations between Czech and English, which is the author's field of expertise, this paper analyses the performance of AI-driven engines (DeepL and ChatGPT) and demonstrates that the resulting translations are not perfect and there is still room for human translators to add value, even though they need to adjust to the new reality and accept the fact that the use of NMT and/or generative AI will become indispensable, as it will allow them to satisfy clients' demands for translations within a much shorter period of time.

Keywords: legal translation; neural machine translation; generative AI; human translator; post-editing; legal systems; conceptual analysis and equivalence

1. Introduction

In the globalised world, where contracts are negotiated across continents, cross-border disputes are litigated in multiple jurisdictions, and companies are established and run under the laws of various markets, hundreds of pages of legal texts – be they normative acts, judgments, or private documents – are translated from one language to another every day. Legal translation is a highly specialised discipline which requires not only translation skills but also a profound understanding of the legal systems involved, legal terminology, and practices. Law is a constantly evolving, dual semiotic system, both legal and semantic (Jackson 1997: 3), and the translation of a legal text is intersemiotic translation (Tomášek 1991: 147), in which one dual semiotic system (the source legal system and the source language) is replaced with another (the target legal system and the target language).

What affects the complexity of legal translation is the degree of affinity of legal systems and the linguistic distance between the respective languages (de Groot 1988: 409). Therefore, translating legal texts from Czech to English and vice versa is particularly challenging, as it requires translation between two fundamentally different legal systems – continental law and common law – and between unrelated languages.

Yet, a legal translation demands a high level of precision so that the recipient of the target text receives a clear, sufficient, and legally accurate version of the information contained in the source text. What is more, there are multiple “common law” systems which are culturally, historically and territorially determined, each with its own principles, concepts and terminology, which should be reflected in legal translation.

In an ideal world, a translator of legal texts would, in addition to overall translation competence, possess “...special skills, knowledge and experience...” (Cao 2007: 3). That is to say, an ideal translator of legal texts would be a lawyer with knowledge of both the source and target legal systems, who also commands the source and target languages at a proficiency level (Prieto Ramos 2021: 177). Instead, legal translations are, in the best-case scenario, carried out by non-lawyers – linguists with some legal literacy. However, they are increasingly produced by law students who tend to uncritically rely on translation engines or, less frequently, on AI.

2. Pros and cons of AI-powered translation tools in legal translations

While AI-powered translation tools offer a wide range of advantages, including accessibility, speed and cost efficiency, there are many challenges to be dealt with, particularly the accuracy of the translation, the risk of overreliance on AI-powered tools, and ethical considerations. The following subsections examine each of these aspects individually, highlighting where AI brings tangible benefits and where it raises serious concerns, particularly in the context of legal translation.

2.1 Accessibility and reliability

AI and NMT have made translations more easily accessible, including in the field of legal translation. Many tools are freely available online or embedded in widely used platforms. As a result, legal professionals and students alike can obtain translations without needing access to specialised translation services. This democratisation of access allows even non-specialists to work with foreign-language legal texts and to translate texts from their native language to a foreign one, at least to a preliminary extent.

2.2 Speed and volume

Unlike traditional legal translation done by a human translator, which is a time-consuming process, AI-driven and neural machine translators can produce translations almost instantly. They can also process voluminous amounts of text, the translation of which would otherwise take days or even weeks if done manually.

2.3 Cost-efficiency

AI translations and NMTs are generally more affordable than professional human translators. Many tools are available free of charge, although paid premium versions offer additional features and enhanced security. Compared to the fees charged by human translators, AI-powered solutions are available at a fraction of the traditional cost.¹

2.4 Accuracy and reliability

Despite the tangible benefits they offer, AI-powered translations often suffer from issues with accuracy and reliability. Although AI translation tools and neural machine translators rely on deep learning and make use of extensive databases to identify the statistically most probable language patterns, the quality of the resulting translation heavily depends on the quality and representativeness of the training data, which is particularly relevant for legal translations in which the need for accuracy and precision is crucial. Errors are frequently not immediately apparent to the untrained eye (Giampieri 2024). These include things such as omissions, additions, misinterpretations of the source message and context, mistranslations of legal concepts, and ambiguities arising from terminological nuances and the complexity of the legal language. Other common problems include concepts not found in the target legal language, terminological inconsistencies within lengthy texts, and grammatical and syntactic inaccuracies, all of which may compromise the resulting translation and require intervention by a human translator, whose role, as noted by Escribe and Mitkov (2023: 35), “is progressively shifting towards post-editing”. Therefore, translations produced by AI-powered tools may be more appropriate in contexts where perfect accuracy is not essential – for example, when meeting

¹ To illustrate, in compliance with sec. 3 (1) of Ministerial Regulation No. 507/2020 Sb., a court appointed interpreter is entitled to the remuneration of CZK 550 per commenced standard page of a translation. The cheapest paid version of ChatGPT (Plus) is €23/month, the advanced version of DeepL Pro translator is €24.99/month. (Pricing plans on 9 June 2025.)

an urgent deadline, generating a first draft of a translation for later revision by a human translator, or simply gaining a general understanding of the source text.

2.5 Risk of overreliance

The risk of overreliance on AI-powered tools is of particular concern to law students and junior staff who are frequently required by their employers (law firms) to produce translations even if they do not have sufficient, or any, training for this task. The acquisition and development of strong translation skills and expertise in a particular field requires years of study and practice. As inexperienced translators who lack formal training in and awareness of translation strategies, who have a limited grasp of legal phraseology in their mother tongue and an insufficient command of the foreign language, law students may uncritically put too much trust in machine-generated translations – whether AI or NMT – and may develop a false sense of security, which may lead to superficial revision of the resulting text and failure to detect serious yet less obvious errors and inconsistencies. On the other hand, students cannot be blamed for submitting imperfect translations if they have not been trained to approach translation with the necessary scrutiny.

2.6 Ethical and security concerns

Confidentiality of information is of the utmost importance in legal practice, and legal translation often involves confidential and sensitive information. The use of free-access AI-powered translation tools poses a risk of a data breach by the unauthorised use of information by a third person, as the free-access tools do not offer security measures for handling sensitive legal documents, especially if the user data may be stored, processed, and/or used for the further training of the tool. Their use may result in security incidents leading to adverse legal and ethical consequences, e.g. under the General Data Protection Regulation.² In addition to confidentiality issues, there are also concerns regarding privacy and data protection, intellectual property rights, and professional ethics (Sheeba 2023: 8–9).

While AI-powered translation tools offer significant benefits in terms of accessibility, speed, and cost, their limitations in accuracy, ethical reliability, and appropriate use highlight the continued importance of human expertise in legal translation.

3. Added value of a human translator

A legal translator is expected to facilitate the accurate communication of a legal message between two legal systems which use two different languages (Chromá 2014b). While AI-powered translation engines can translate large volumes of texts within a short period of time, excelling at the mechanical aspects of translation, they fail at grasping subtleties

² Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

of legal discourse, at understanding and differentiating between complex legal terms and context-dependent meanings, as well as at recognising the importance of socio-cultural backgrounds for legal texts.

Human translators outperform the AI-driven tools in those areas. When reading a legal text, human translators decode the source text and interpret the message it intends to relay in the context of the source legal system (intra-lingual translation), predicting which expressions may cause difficulties and selecting strategies to be used to choose the most appropriate equivalents in the target language, making use of relevant resources and applying comparative conceptual analysis (Šarčević 1997). Having selected a particular equivalent in the target language (inter-lingual translation), or having decided how to cope with a situation of non-equivalence (Šarčević 1997: 238), they can then ensure consistency throughout the text. In the case of ambiguity, vagueness, or too technical a text, a professional human translator can directly approach the author, asking them for feedback, whereby the resulting translation will be more accurate. They can flexibly adjust to a client's specific requirements – for example, the variety of English to be used. These are things AI-powered tools struggle with, which may result in mistranslations or biases.

4. AI-powered tool translations vs. a human translator: practical examples

In this part of the paper, the author aims to analyse the quality of translations produced by two AI-powered translation tools, namely ChatGPT 4.0 and DeepL, compared to a human translation by the author. These two tools were selected because they are the most frequently used by the author's students at the law school, the latter being most popular among the students. The sample texts are used by the author in the elective course *The Language of Contracts*, taught at the Law School of Charles University. The first sample (a sentence from a survival clause) comes from a template contract the author translated for a private client in the past, the other one (Liquidated Damages Clause) was retrieved from lawinsider.com for the purposes of the course. The human translation was the first to come into existence, making use of statutes, monolingual legal dictionaries and databases, as well as legal journals. While the NMT was obtained by simply copy-pasting the texts into the engine (DeepL – free version), a slightly different approach was used in the case of generative AI (ChatGPT). The starting point in both cases was a simple prompt: "Can you please translate the following text into English/Czech? Here is the text: [Czech/English text]." Re-prompting was then used in the case of the survival clause to see whether a more detailed set of instructions would lead to a better result.

The first example presents a simple translation from Czech to English of a sentence taken from a survival clause (with the key legal expressions to pay attention to underlined). As for neural machine translation (DeepL), the sentence was copy-pasted into the engine. In terms of generative AI translation (ChatGPT), the chatbot was first simply prompted to translate the sentence into English. The resulting translations are displayed in Table 1 below.

Table 1 Translations of a simple sentence by AI-powered tools vs. human translator

Source text	DeepL	ChatGPT 4.0	Human translator (author)
<u>Povinnost mlčenlivosti</u> trvá i po skončení Vašeho pracovního poměru/po skončení poskytování služeb.	The <u>obligation of confidentiality</u> <u>continues</u> even after your <u>employment/</u> <u>service</u> <u>has ended</u> .	The <u>obligation of confidentiality</u> <u>continues</u> even after the termination of your employment/after <u>the cessation</u> of the provision of services.	The <u>duty of confidentiality</u> <u>survives</u> the <u>termination of</u> your <u>employment/</u> <u>provision of services</u> .

Here is an analysis of the translations of the phrases ‘povinnost mlčenlivosti’, ‘trvá po’, and ‘skončení pracovního poměru / (skončení) poskytování služeb’.

The first issue here is the translation of ‘*povinnost mlčenlivosti*’. Although ‘an obligation of confidentiality’ is comprehensible, the frequency of use of ‘a duty of confidentiality’ prevails;³ therefore, ‘duty of confidentiality’ might sound more natural to a native English speaker. The other issue is the translation of ‘*trvá po*’. Both tools used ‘continues after’, which is rather a word-for-word translation. Given the fact that the sentence comes from a survival clause, what we would see used in an original English document is the verb ‘to survive’. Last but not least, there is the issue of ‘*skončení pracovního poměru/(skončení) poskytování služeb*’. Although the translation by ChatGPT is not stylistically smooth (‘cessation of the provision of services’), it relays the message in a more accurate way than the DeepL translation. In the case of the DeepL translation, the phrase ‘your service has ended’ conveys a different message (as ‘service’ would most probably be understood as ‘work that someone does or time that someone spends working for an organisation’⁴, while the Czech phrase indicates activities performed under a contract for the provision of services) and may lead to miscomprehension. The last thing to be noted is the use of ‘even’ in both translations produced by the translation tools, which is redundant and only appeared in the translation because both engines tried to produce word-for-word translations. Were we to choose between the two translations produced, ChatGPT performed better, although the translation was not perfect. By contrast, the human translator, aware of the existence of various boilerplate clauses and the typical formulaic language used in them, produced a less word-for-word translation which accurately conveys the message.

The advantage of generative AI is that it can be prompted/re-prompted so that the resulting output better satisfies the parameters of legal translation. The next prompt read as follows: “Can you please translate the same provision again, but this time apply all key principles of legal translation listed at the beginning of our conversation?” The key principles of legal translation (precision of legal terms, consistency, retention of legal nuances, clarity and comprehensibility, preservation of the integrity of the text, adherence to formal requirements, and contextualisation) were agreed on beforehand. The resulting translation read as follows: “The obligation of confidentiality **shall survive** the termina-

³ Hansard Corpus (British Parliament) indicates 42 uses of the phrase ‘obligation of confidentiality’, while the frequency of ‘duty of confidentiality’ has 302 occurrences (<https://www.english-corpora.org/hansard>).

⁴ <https://dictionary.cambridge.org/dictionary/english/service>

tion of your employment or the cessation of the provision of services.” While ChatGPT preserved the phrases ‘obligation of confidentiality’ and ‘cessation of the provision of services’, it quite rightly swapped the phrase ‘continue after’ for ‘survive’, arguing that it “... *used the word in a consistent legal context where obligations or duties continue beyond the contract’s expiration, as is common in many legal systems.*” However, another, quite frequent issue occurred – the use of the auxiliary verb ‘shall’. ChatGPT argued that the verb “... *conveys an obligatory, enforceable legal duty, which is crucial in legal contexts where clarity about enforceability is needed.*” This might be accepted if the duty directly bound the obligor. However, in this context the reference means that the obligation remains in effect after the termination, and the present simple tense (survives) would do.

After obtaining the translation above, the author tried the last re-prompting: “Can you use plain English when translating?” What ChatGPT produced was: “The obligation to keep information confidential continues even after your employment ends or after you stop providing services.” This proves that, unlike DeepL, generative AI can be used to avoid unnecessary legalese while keeping the message intact.

The other example deals with a more complex translation from English to Czech, namely with a liquidated damages clause. The following table compares the translations produced by NMT and generative AI; underlined are the issues to which attention must be paid in the resulting translations. An in-depth analysis of the issues detected follows below the table.

Table 2 Comparison of translations produced by NMT and generative AI

Source text	DeepL	ChatGPT
Liquidated Damages The Parties <u>hereby agree</u> that <u>ascertaining losses</u> arising from the Seller's <u>delay</u> is <u>inherently difficult insofar as</u> delay may <u>impact on</u> the Buyer's goodwill or require the Buyer <u>to provide concessions to</u> its own customers, and they further <u>stipulate</u> that the agreed upon sum of <u>\$1,100</u> that is <u>to be paid therefor</u> is not a penalty, but rather a reasonable measure <u>of damages</u> , based upon the Parties' experience in <u>the industry</u> and given the nature of the <u>losses</u> that may result <u>therefrom</u> .	Doložka o smluvní pokutě Strany se <u>tímto dohodly</u> , že <u>určení ztrát</u> vzniklých v důsledku <u>prodlení</u> prodávajícího je <u>ze své podstaty obtížné, neboť</u> prodlení může <u>mít dopad na dobrou pověst</u> kupujícího nebo může <u>vyžadovat</u> , aby kupující <u>poskytl ústupky</u> svým vlastním zákazníkům, a dále <u>stanoví</u> , že dohodnutá částka <u>1100 USD</u> , která má být zaplacená, není <u>pokutou</u> , ale spíše <u>přiměřenou mírou náhrady škody</u> na základě zkušeností stran <u>v tomto odvětví</u> a vzhledem k povaze <u>ztrát</u> , které <u>z toho</u> mohou vzniknout.	Smluvní pokuta Strany <u>tímto souhlasí</u> , že <u>stanovení škod</u> vzniklých v důsledku <u>prodlení</u> Prodávajícího je <u>ze své podstaty obtížné, zejména pokud</u> prodlení může <u>ovlivnit dobrou pověst</u> Kupujícího nebo <u>přinutit</u> Kupujícího <u>k poskytnutí ústupků</u> svým vlastním zákazníkům, a dále <u>prohlašují</u> , že dohodnutá částka <u>1 100 USD</u> , která má být za tímto účelem <u>uhrazena</u> , není <u>smluvní pokutou</u> , nýbrž <u>přiměřenou náhradou škody</u> , vycházející ze zkušeností stran <u>v tomto odvětví</u> a s ohledem na povahu možných vzniklých <u>škod</u> .

To start with, the term ‘smluvní pokuta’ is used incorrectly to translate ‘liquidated damages’. There are two reasons for this: a) towards the end of the provision, the text expressly says that “... *said sum is not a penalty*” (pokuta); using the Czech word ‘pokuta’

to translate the name of the provision contradicts the provision itself; and b) for liquidated damages to be awarded, the law requires that a person suffer actual (real) damage. If the agreed amount of liquidated damages is punitive, illegal, unconscionable or against public policy, the court will not impose it.⁵ In the case of a contractual penalty under Czech law, the non-breaching party is entitled to the payment of it irrespective of whether they suffered any damage in consequence of a breach of contract or not.⁶ Obviously, the chosen equivalent should not be used, as a Czech recipient would be misled. While the translation of the word ‘damages’ should not be difficult, as an experienced translator would be aware of the fact that the word means ‘financial compensation’, finding an appropriate equivalent depends on the correct interpretation of the adjective ‘liquidated’. In this context the word means ‘pre-determined’, i.e. agreed on at the time of contracting.⁷ Therefore, ‘předem stanovená náhrada škody’ (pre-determined amount of damages) appears to be the best translation.

Secondly, the avoidance of capitalised words by the DeepL engine is consistent with the Czech style of contract drafting, as the capitalisation of defined terms is not typical of it.⁸

Thirdly, although correctly translated by both tools, the word ‘hereby’ is redundant in both the English original and the Czech translation.

Fourthly, as for the phrase ‘parties agree that’, although both translations are valid equivalents of the verb ‘to agree’, the translation by DeepL (strany se dohodly) fits the context of contracts better and sounds natural in the Czech language.

Fifthly, the collocation used in the Czech translation for the phrase ‘ascertaining losses’ is incorrect in both cases for the following reasons: a) ‘losses’ refers to the amount of damage suffered in consequence of a breach, and b) ‘to ascertain’ has the meaning of ‘to determine in terms of money necessary to remedy the losses/to quantify’⁹. Therefore, the best Czech translation would be ‘vyčíslit výši škody’.

As concerns the term ‘delay’, both tools used the correct Czech equivalent of the two possibilities (prodlení – which is a term used in legal contexts – and zpoždění).

ChatGPT used an incorrect Czech equivalent to translate ‘insofar as’; the phrase used (zejména pokud) means ‘particularly if’ in English.

The next phrase (to impact on) is once again better translated by DeepL. While both the original English phrase and the Czech equivalent ‘mít dopad na’ have a negative connotation, the other Czech equivalent (ovlivnit), used by ChatGPT, does not.

Moving on to the term ‘goodwill’, although the phrase ‘dobrá pověst’ is not wrong and conveys the relevant meaning, what would match this context of business transactions better is either ‘dobré jméno’ or even ‘důvěra v’ (trust in).¹⁰

The next issue to be pointed out is an unexpected one, namely the phrase ‘require the Buyer to do something’, as it seemed to be posing no risk. While the equivalent used by

⁵ https://www.law.cornell.edu/wex/liquidated_damages#:~:text=Liquidated%20damages%20are%20an%20exact,injured%20party%20for%20its%20losses

⁶ ss. 2048–2052 of Act No. 89/2012 Sb., the Civil Code, as amended.

⁷ <https://www.merriam-webster.com/dictionary/liquidate>

⁸ The Interinstitutional Style Guide (EU) comprises rules for using upper case in the Czech language (<https://style-guide.europa.eu/cs/content/-/isg/topic?identifier=10.4-upper-case>).

⁹ <https://www.collinsdictionary.com/dictionary/english/ascertain>

¹⁰ <https://dictionary.cambridge.org/dictionary/english/goodwill>

DeepL is acceptable (vyžadovat, aby), the equivalent used by ChatGPT (přinutit) is far too strong (to force/to compel).

Unsurprisingly, neither of the two tools dealt well with the phrase ‘to provide concessions’. The translation is rather verbatim. In order to come up with a natural-sounding equivalent, it is necessary to correctly interpret what the original phrase means in the given context. Here, the concessions would be provided to the Buyer’s own customers, which implies either the sale of goods or the provision of services. As the customers would pay for both, ‘concessions’ probably mean ‘discounts’, therefore, the phrase can be translated into Czech as ‘poskytnout slevy’ (provide discounts).

The next issue illustrates well that neither neural machine translation nor generative AI is capable of splitting long, complex sentences into shorter chunks, which would contribute to the clarity of the translation. The provision contains two pieces of information; the first part of it sets out the grounds for the payment of liquidated damages (the parties agree); the other part (the parties further stipulate) deals with the amount of the liquidated damages. Here, the original sentence is 81 words long. Not only would the splitting of it into two shorter sentences enhance comprehensibility, but it would also reduce the struggle with punctuation. As for the translation of the verb ‘to stipulate’, it was ChatGPT that came up with a better solution and chose a better nuance of the two that the Czech language offers.

As for the figure expressing the amount of liquidated damages, ChatGPT correctly inserted a break between thousands and hundreds, which is typical of Czech typography.¹¹

The phrase ‘to be paid therefor’ sounds odd in both versions of the translation. The problem is caused by a difficult interpretation of the meaning of the word ‘therefor’. What should the amount be paid for? Bearing in mind that liquidated damages are only imposed if actual damage has been suffered, the phrase clearly refers to the damage caused by default on the part of the buyer, therefore ‘má být v případě způsobení újmy uhrazena’. The DeepL translation provides an example of an omission, as it did not deal with the word ‘therefor’ at all. As for the ChatGPT translation, ‘za tímto účelem’ is misleading, as it means ‘for that purpose’.

Regarding the phrase ‘reasonable measure of damages’, while ChatGPT quite rightly left out the word ‘measure’, DeepL translated the phrase in a more verbatim way, which contributed to the oddity of the translation, as the noun ‘míra’ (measure) is implied by the adjective ‘přiměřený’.

Another unexpected issue is posed by the translation of the definite article in the phrase ‘the industry’. Both tools used ‘v tomto odvětví’; however, it is not clear what industry the phrase refers to, as no industry is actually mentioned in the clause. Rather, the phrase should have been translated as ‘in the given industry’, i.e. ‘v daném odvětví’.

Finally, as for the phrase ‘losses that may result therefrom’, although neither of the tools used a correct nuance to translate ‘losses’, the translation by ChatGPT is more acceptable than the translation by DeepL. The Czech word ‘ztráta’ would rather be understood as a term of economics (the opposite of profit). As for the meaning of harm, which is the case in this context, the Czech language offers two terms: ‘škoda’ and ‘újma’. The former

¹¹ <https://prirucka.ujc.cas.cz/?id=791>

refers to harm to property or property rights ascertainable financially, while the latter is a wider meaning, as it refers to both property and other than property damage. As the provision expressly mentions ‘impact on goodwill’, it is clear that the latter term is the one to be used.¹²

All in all, the analysis demonstrates that AI-powered translations are not perfect. Either of the two translations would reasonably inform the reader of what the provision is about, but should either be formally inserted into a translation of a contract, the intervention of a human translator would be required. Based on the arguments presented above, the human translator might improve the translation as indicated in Table 3 below.

Table 3 The translation improved by the author

Předem stanovená náhrada škody

Strany se dohodly, že vyčíslení výše škody vzniklé v důsledku prodlení prodávajícího je ze své podstaty obtížné, protože prodlení může negativně ovlivnit dobré jméno kupujícího nebo vést k poskytnutí slev zákazníkům ze strany kupujícího. Strany shodně prohlašují, že dohodnutá částka 1 100 USD, která má být v případě způsobení újmy uhrazena, není smluvní pokutou, nýbrž přiměřenou náhradou škody, stanovenou stranami v souladu s praxí v daném odvětví a s ohledem na povahu možné újmy.

The original prompt could have been rephrased, even repeatedly, providing more details about the type of translation, target audience and terminology to be used, in order to see whether generative AI would be capable of producing a high-quality translation which would not require too much intervention by a human translator.

5. Conclusions

Although neural machine translation and AI-powered translation tools are valuable aids that help streamline the translation process, experienced translators will still be needed to do the post-translation proofreading and editing to ensure that grammar, syntax and lexis are correct, and that the message is accurately conveyed, at least until a time when the AI-powered translation tools get properly trained on massive datasets of legal documents and start producing faultless, consistent, and properly localised translations that reflect the historical, cultural, geographical, and linguistic background of the target audience.

¹² <https://iuridictum.pecina.cz/w/Škoda>

REFERENCES

- Boulanger, Ann Marie (2024) 'The Pros and Cons of Machine Translation and AI in Legal Translation', McGill University, School of Continuing Studies (online), 19. 9. 2024. <https://www.mcgill.ca/continuingstudies/article/pros-and-cons-machine-translation-and-ai-legal-translation>
- Cao, Deborah (2007) *Translating Law*, Clevedon: Multilingual Matters.
- Crangasu, Adria (2023) 'AI Translation vs. Human Translation: Pros and Cons', *Blend* (online), 11. 8. 2023. <https://www.getblend.com/blog/ai-translation-vs-human-translation-pros-and-cons>
- Crangasu, Adria (2023) 'Why Computers Can't Replace Human Translators', *Blend* (online), 2. 10. 2023. <https://www.getblend.com/blog/computers-vs-human-translation>
- Crangasu, Adria (2025) 'How is Artificial Intelligence Changing the Translation Services Industry?', *Blend* (online), 20. 2. 2025. <https://www.getblend.com/blog/artificial-intelligence-changing-the-translation-services-industry>
- de Groot, Gerard-René (1988) 'Problems of Legal Translation from the Point of View of a Comparative Lawyer', Paul Nekeman (ed.) *Translation, Our Future: Proceedings of the XIth World Congress of FIT*, Maastricht, Euroterm: 407–21.
- Escribe, Marie – Mitkov, Ruslan (2023) 'Applying incremental learning to post-editing systems: Towards online adaptation for automatic post-editing models', in Jun Pan, Sara Laviosa (eds.) *Corpora and translation education, advances and challenges*, Singapore, Springer Nature Singapore, 35–62.
- Giampieri, Patrizia (2024) 'The use of AI in the translation of legal documents: A critical analysis' in *trans-com* 17(2): 343–358.
- Chromá, Marta (2014b) 'O právním překladu převážně vážně', *Právní prostor* (online), 5. 6. 2014. <https://www.pravniprostor.cz/clanky/ostatni-pravo/o-pravnim-prekladu-prevazne-vazne>
- Lionbridge 'The value of translation companies in the age of generative AI' (online), 18. 4. 2024. <https://www.lionbridge.com/blog/legal-services/ai-translation-and-professional-legal-translation-services>
- Prieto Ramos, Fernando (2021) 'Translating legal terminology and phraseology: between inter-systemic incongruity and multilingual harmonization', *Perspectives* 29(2): 175–183.
- Richter J. D., Marjorie (2025) 'How AI is transforming the legal profession', Thomson Reuters (online), 18. 8. 2025. <https://legal.thomsonreuters.com/blog/how-ai-is-transforming-the-legal-profession>
- Šarčević, Susan (1997) *New Approach to Legal Translation*, The Hague: Kluwer Law International.
- Tomášek, Michal (1991) 'Právo – interpretace a překlad', *Translatologica Pragensia V, Acta Universitatis Carolinae Philologica* 4–5/1991, Praha: Karolinum, 147–154.

RESUMÉ

Rozvoj neuronových sítí a umělé inteligence předznamenal změny v překladatelském odvětví, kterému se musí překladatelé přizpůsobit. Využití nástrojů založených na umělé inteligenci a hlubokém učení zvyšuje rychlost a snižuje náklady na překlady. Překládat může prakticky každý, nicméně ne každý si uvědomuje, že překlad vyprodukovaný nástrojem podporujícím umělou inteligenci není dokonalý. Platí to pro všechny typy překladů a pro právní překlad, který vyžaduje preciznost, zvlášť. Požadavek na kvalitu překladu se odvíjí od situace, ve které bude takový překlad použit. Pro účely zběžného seznámení se s případem, smlouvou nebo novým zákonem je i nedokonalý překlad dostačující. Nicméně, v situacích, kdy má být překlad použit formálně, je potřeba, aby přesně komunikoval obsah cizojazyčného sdělení jeho příjemci, a to jazykem, u kterého příjemce prakticky nepozná, že jde o překlad. Umělá inteligence stále neumí zohlednit historický, sociální a kulturní kontext, vybírat z vícero termínů, které se liší jen v drobnostech, používat přirozeně znějící kolokace, správně interpretovat víceznačné a nejasné významy, být konzistentní v použití zvolené terminologie, zachovat integritu textu a vyvarovat se gramatických a syntaktických chyb. Čím delší text překládá, tím více problémů bude třeba řešit. Na několika praktických případech právního překladu mezi anglickým a českým jazykem se tento článek pokusí prokázat, že překlady vytvořené překladači s podporou umělé inteligence (DeepL a ChatGPT) nejsou dokonalé a ponechávají prostor pro lidského překladatele. Bude-li si však překladatel chtít udržet pozici na pra-

covním trhu, bude nutně muset vedle pokročilé znalosti příslušných jazyků nabídnout přidanou hodnotu v podobě specializace a hluboké znalosti konkrétního oboru, ve kterém překládá, tj. v případě právního překladu mezi anglickým a českým jazykem znalost rozdílných právních systémů, a dovednosti detekovat v překladu chyby a nepřesnosti, ale i promptového inženýrství. Překladatelská pozice se tak posune od klasického překladu k překladu strojovému a k jeho posteditaci.

Vladimíra Kvasničková
Charles University, Faculty of Law
kvasnick@prf.cuni.cz