

14 Topil'skaya E.V. Bepomoshhnoe sostoyanie poterpevshego ot prestupleniya. [*Helpless condition of the victim of the crime*]. Avtoref. diss. kand. yurid. nauk. Available at: — URL: <https://www.elibrary.ru/item.asp?id=30231705> [in Russian]. (accessed: 02.02.2023)

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IRSTI 10.55.12

UDC 340.113.1

DOI 10.47649/vau.2023.v69.i2.14

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ISSUES OF APPLICATION OF TERMS IN THE STATE LANGUAGE IN CIVIL LEGISLATION (ACCORDING TO THE TEXT OF THE SPECIAL PART OF THE CIVIL CODE OF THE REPUBLIC OF KAZAKHSTAN)

Abstract.

The article summarizes the results of the linguistic examination of the texts of the Civil Code of the Republic of Kazakhstan (special part) in the state and Russian languages. The purpose of the study is to identify inconsistencies in the translation of legal terms, to provide correct translation of terminology by conducting a comparative linguistic legal examination of bilingual texts of the Civil Code of the Republic of Kazakhstan (special part) on ensuring the authenticity of texts of normative legal acts in Kazakh and Russian languages in accordance with Part 3 of Article 24 of the law of the Republic of Kazakhstan “on legal acts”. The results of the examination will serve as the basis for compiling a “unique Dictionary of legal terms in the Kazakh language”. Most of the legal terms are introduced from English, French, Latin and are therefore used worldwide without modification. Therefore, the author expresses the opinion on the use of legal terms introduced from a foreign language in national legislation in their original form without translation into Kazakh. In the case of translating international legal terms, its meaning does not correspond exactly, on the other hand, it was assumed that we lose the quality of law by using various similar words. The conclusion suggests that in order to ensure the correct translation of legal terms in civil law, it is necessary to unify and standardize them.

Key words: language of law, legal terminology, originality, Civil Code of the Republic of Kazakhstan (special part), Kazakh language, legal technique.

Introduction.

The language of law is a reflection of the quality of laws. We understand that the quality of laws is an indicator that characterizes the legal state and civilization of society. In order for the law to work effectively, its language must be clear, its terms must be unique and correspond to the legal terms used at the international level. It is well known that ensuring the quality of translation of laws into the Kazakh language is one of the most pressing issues today.

The purpose of the research is to check the compliance of the texts of this law in the Kazakh and Russian languages with the requirements of authenticity in accordance with Part 3 of Article 24 of the law of the Republic of Kazakhstan “on legal acts” to the special part of the Civil Code of the Republic of Kazakhstan [1]. Carrying out work on identifying inconsistencies with the requirements by conducting a linguistic examination of articles of the law, identifying violations of the meaning of legal terms due to incorrect translation, and providing correct translation by correcting them.

It is known that any property and non-property relations are currently regulated by the Civil Code. Doctor of law, academician Maidan Suleimenov noted the importance of the Civil Code as follows: “before the adoption of the Civil Code in the Republic, laws of many types and directions regulating economic relations were introduced. However, since they were perceived independently of each other, were not sufficiently related to each other, there were not many mistakes, there were not a few cases when the way to solve the same or similar questions contradicted each other. All this has led to the need for the immediate development of multi-level systemic legislation, which includes the main aspects of economic relations that should be legally regulated. This duty was performed by the Civil Code” [2]. However, the mistakes of the Civil Code in the Kazakh language, which we use today, are striking. As a result of human factors, one or two mistakes are obvious in the legislation, but in many articles of the code, we encounter certain incorrectly translated words, terms and incomprehensible concepts, which is due to neglect of the quality of legislation in the state language. For a deeper analysis of these errors, let us consider the contract of purchase and sale, which is included in the obligation to transfer property to ownership, starting with Chapter 25 of the special part of the Civil Code of the Republic of Kazakhstan.

Materials and methods of research.

When conducting research on the topic of the article, the following methods were used: general logical methods of theoretical analysis, such as analysis, synthesis, compilation, comparison, modeling. To solve the tasks set, the methods of technical and legal analysis, clarification, interpretation, comparative and legal analysis were used.

The theoretical basis of the study was the analysis of scientific articles published in periodicals by scientists M.K. Suleimenov, Sh.Kurmanbayuly, researchers of the Center for Linguistics of the Institute of legislation of the Republic of Kazakhstan G.K. Akylbekova, M.A. Abdireeva, E.S. Safuani, M.B. Asylbayev. In accordance with the law of the Republic of Kazakhstan “on legal acts”, a comparative linguistic examination of the texts of the Civil Code of the Republic of Kazakhstan (special part) in the Kazakh and Russian languages was conducted, the results of which were discussed.

Results and its discussion.

The text of the special part of the Civil Code of the Republic of Kazakhstan in the Kazakh language contains too many mistakes made during translation. For a deeper analysis of these errors, let us consider the contract of purchase and sale, which is included in the obligation to

transfer property to ownership, starting with Chapter 25 of the special part of the Civil Code of the Republic of Kazakhstan.

As for Article 406 of the Civil Code: “under a purchase and sale agreement, one party (seller) undertakes to transfer property (goods) to the ownership, economic management or operational management of the other party (buyer), and the buyer undertakes to accept this property (goods) and pay a certain amount of money (price) for it” [3]. The word “operational” in this text is written as “operational” in the Russian-language text, but its literal translation into the Kazakh equivalent is incorrect. By writing that the word operational “is not actually” operational, but “operational management”, we can correct this error. It is noteworthy that in this article the word is incorrectly translated, in Article 412 it is correctly translated as “operational management” along with exactly the same phrase.

The word “determination” is used to refer to the concept of clarifying, determining a particular case. In addition, the word “determined” in subitem 3 of this article 406 is translated as “determined” in the Kazakh translation. The concept of “marked” refers to the distinction of a certain thing in such a way that it is different from others. Since the translation of the word marked “in Russian gives the meaning” Mark, highlight, mark, we cannot even consider this word as a synonym for the word “determined”, in this article the word “marked” must be written in its correct version with the word “determined”. In addition, in the phrases “determined by the contract”, “does not allow to determine the term” found in Article 409, this word is translated in Kazakh as “established by the contract”, “if the contract does not allow to establish the term” – “established”. Therefore, they should also be translated as “determined by the condition” – “determined by the condition”, “it will not be possible to determine the term” – “it will not be possible to determine the term”.

Also in subparagraph 6 of this article 406 in the Russian text when selling property in accordance with the procedure established for the execution of court decisions, the bailiff acts as the seller. the word “shows” in the sentence “shows” is translated as “shows” in the Kazakh text. But we think it is better to use the word “acts” instead. Then subparagraph 6 of this article “when selling property in the manner prescribed for the execution of court decisions, the bailiff acts as the seller”. We believe it should be written.

In addition, subparagraph 2 of Article 407 may be concluded for the purchase and sale of goods that the seller has at the time of conclusion of the contract, as well as goods that will be created or purchased by the seller in the future, unless otherwise established by legislative acts or arising from the nature of the goods. in the Kazakh text, the word “created” is translated as “producing”, but in our opinion it is better to use the word “created”. Because the word “created” in Russian gives the meaning of “to bring to light, create, create”. Among these, we think it is correct to use the word “to do” in terms of meaning. Then it should be noted that subparagraph 2 of Article 407 of the civil code in the Kazakh language “at the conclusion of the contract, a contract may be concluded for the purchase and sale of the goods that the seller has, as well as the goods that the buyer will conclude or purchase in the future, unless otherwise established by legislative acts or other circumstances arise in the nature of the goods. we recommend to translate”.

In subparagraph 2 of Article 410 following this article, the word “specified” in the Russian text in the sentence “transfer of the goods to the buyer's disposal if the goods are to be transferred to the buyer or the person indicated by him at the location of the goods” is translated as “named” in the Kazakh text of this code, but in official translations this word “indicated” is translated as “indicated, indicated”. In this regard, we think that here it is better to translate the word “show” with the word “show”.

The word “logical term”, which appears about a dozen times in a special section, is unlikely to be understood by an ordinary person what term he is referring to. “Reasonable term” in Russian

means “reasonable, reasonable time period”, and where does the word “logical” come from? It is completely incomprehensible that this word, which corresponds to the words “logical thought”, “logical word”, is attached to the word “term”. If we translate this word as “reasonable term”, we would not allow people to rely on the Russian language code to understand incomprehensible concepts in the Kazakh language.

Currently, banks, market systems, financial organizations are developing rapidly. There are a lot of ways to attract people to places related to finance today: various cashbacks, bonuses, sweepstakes, profitable loans attract people to their “profitable opportunities” and expand to profit. From the words in this row, the word “rassrochka”, the advertising of which is most often found, is translated in Article 442 of the code as “payment of goods in installments”. According to the grammar of the Kazakh language, the word “in installments” should be a strong pronoun, and since the function of the pronoun is to further multiply the meaning of a given word, it is much more correct to write it in abbreviated form as “in installments”. This word, which occurs five or six times, is shortened in this way, and it is easier to read. The word “credit”, which we all know today, is also translated in some places in the code as “credit”, and in some places the translation specialists included the word “credit” in the Russian version in the same way in the code in the Kazakh language.

The name of Article 447 of the Civil Code of the Republic of Kazakhstan is “public offer of goods”, in the Kazakh-language version – “public offer of goods”. According to dictionaries, the word “publication” is translated from Kazakh as “public”, and “public” is translated into Russian as “for the greater” [4]. The word “is public”, which appears in Article 482 in this sense, is translated in the correct version as “is public”.

Since the civil code is necessary primarily for the entire population, it is important that it is written in a clear and consistent way. Therefore, at the same time, “public offer of goods” should be replaced by the phrase “public offer of goods”. The word “partial”, which is found in the Russian-language text of Article 440, where it is written about prepayment for goods, is translated as “partial”. When you see the phrase “partial payment”, it is difficult to understand what kind of payment it is referring to, so the word “partially pay the price” should be replaced by “partially pay the price”, because the meaning of the word “partial”, according to the dictionary, is “sometimes” or “occasionally” [5].

Obviously, the quality of the goods at the time of conclusion of the purchase and sale agreement is also different, some goods are of good quality in accordance with the agreement, some goods may not meet the approved quality. In the articles of legislation regulating legal relations in such issues, the phrase denoting the poor quality of goods is given differently. For example, in the Russian-language code, the phrase “improper quality” is used in articles 428 and 435 “not having proper quality”, 455, 456, 471, 473-інші and in articles 476 it is written “quality is unworthy”, in Article 499- “not quality”. We consider it necessary to systematically unify all these words and replace them with “of inadequate quality”.

The words “processing”, “processing of agricultural products” found in Article 478 of the Civil Code of the Republic of Kazakhstan are translated as “processing”, “processing of agricultural products”. The word “simalu” is translated in Russian as “simalu”, “imalu”, “processing”, but in terms of meaning these words in the Russian text of subitem 1 of Article 478 under the contract, the manufacturer of agricultural products undertakes to transfer to the manufacturer of agricultural products grown (produced) by him - to the person making the purchase of such products for processing or sale. we can see that instead of the word “recycle” in the definition of “recycle”, the word “emulate” does not come specifically. The word “simalu” in the code should be replaced by the word “processing”, then the phrase “processing of agricultural products” will have its correct meaning in the Kazakh language.

In addition, one of the most common words is “passing act”. “Transfer Act” in the Russian text is translated into Kazakh as “Transfer Act”, but the word “transfer” in this root is translated as “transfer”. That is, the discrepancy between the two is in the nature of completely unrelated words in the Kazakh-language text. Therefore, in the correct version, “act of transfer” should be changed to “act of transfer”, then the words “act of transfer” and “transfer” will be more understandable.

The term “contract conclusion”, provided for in paragraph 4 of Chapter 25 of the Civil Code of the Republic of Kazakhstan, is translated in Article 447 of the Kazakh language as “contract conclusion”, but in the fifth paragraph of Article 406 the term “contract” is spelled out in the same way. In order to comply with the principle of consistency, we believe that terms borrowed from a foreign language should be left in the same version without translation into the code. Without going too far, the phrase contract for the supply of goods in Article 478 of this paragraph is translated as “on the contract for the supply of goods”, referring to articles 458-477. However, in the referenced articles, the phrase contract for the supply of goods is given as contract for the supply of goods. The word delivery should be translated as delivery, so it is necessary to correct the error found in Article 478 “on the contract for the supply of goods”.

No matter what article in the special part of the civil code you open, in the Russian text the words “Legislative Acts”, “laws” are translated as legislative acts, laws, but these phrases should also have legislative acts, legislation in the correct version, because the concept of laws is translated as “law”, and the concept of legislation is translated as laws.

Draft laws are prepared in Russian from the very beginning, and when they come to Parliament, they are worked out in Russian. In the working groups of the parliament meetings, the text of the law in Russian will be sorted out by industry experts, lawyers. And the text in the Kazakh language remains in translation and does not pass the sorting of specialists, the Deputies of the Parliament emphasize [6].

Scientific linguistic expertise, as is known from the experience of leading specialists, lists the following problems identified by the quality of translation of laws during the examination of the authenticity (conformity) of the texts of draft laws in the Kazakh and Russian languages:

a) non-compliance with the authenticity of texts in the Kazakh and Russian languages due to the inconsistency of paragraphs, articles or chapters in the draft laws as a whole;

b) it is established that in projects of normative legal acts, developers often do not follow the current version of legislative acts in the content of names, topics, conceptual apparatus of the project;

c) the requirement specified in paragraph 7 is partially observed. In practice, there is often a practice of matching terms and definitions in the draft law to the order in which they are written in Russian [7].

During the examination of the texts of laws in the Kazakh language, it was revealed that legal norms are written correctly in the Kazakh language, and vice versa, they are written incorrectly in the Russian language. This fact is also confirmed by specialists: it should be noted that sometimes the text in Russian does not have any meaning, because of this, difficulties arise in understanding the provisions of regulatory legal acts [8].

The problem faced in the translation of laws is the translation of legal terms introduced from a foreign language into Kazakh. Sometimes there are situations when the meaning of translation of terms is not preserved, there is no solution. For example, contract, intelligence, requisition, subsidiary, license, etc. since the Kazakh language is a rich language, we can change its meaning by using many synonyms and translating introduced terms from a foreign language. On the contrary, we think that if we used foreign terms in the same way without changing them, our language would become richer.

Experts in this regard are in periodicals. “...it would be appropriate to enrich the terminology of national law, to introduce generally accepted words as terms, to write the terms used by the developed countries of the world with the transcription of the Kazakh language and make them our native words” [9].

In our previously published works, we have already mentioned that it is not Kazakh-speaking lawyers who translate the texts of laws from Russian into Kazakh, but philologists-linguists, whose legal profession is secondary. Unfortunately, very few Kazakh-speaking specialists who can write Kazakh law are involved in this case. On this issue, Sh. Kurmanbayevich writes: priority should be given to the training of scientific personnel and highly educated, Kazakh-speaking specialists. Timely correction and improvement of the shortcomings of the legal language, development of a stock of terms is the professional task of lawyers and linguists. If highly qualified Kazakh-speaking legal specialists are not involved in writing legal texts in Kazakh, we will continue to work at the end of this translation for the rest of our lives [10]. We think it is a very reasonable opinion. In order for the law to be adopted in the Kazakh language, we need to train qualified lawyers who are fluent in the state language.

On this issue, Sh. Kurmanbayevich again writes the following opinion: ...another problem is the heterogeneity of the legal language and the lack of consistency in the use of existing terms. In modern conditions, the correctness of the equivalence of some words is in doubt, and the translation of some words sounds unexpected to the ear. Therefore, when adopting unified samples of legal terms, it is necessary to comprehensively solve a number of issues on the formation of State samples of official documents, involving specialists from different fields [11].

The next important point is that in order to avoid different translations of legal terms, it is necessary to compile a sample Dictionary of unique legal terms. With the rapid development of Economic Relations, Legal relations are also actively developing in our society, new types of business are entering our economy, at the same time new conditions are being created and new terms are being introduced into the law. Therefore, it is necessary to solve the problem of improving the quality of laws in the Kazakh language. We can agree on this with the opinion of M. A. Abdireeva: it is necessary to trace the terms in the national legislation. To do this, you need to rearrange the terms. Then we consider the work of standardization and mutual harmonization of terms in accordance with the current principle of international theory to be a huge task that needs to be undertaken [12]. We consider this issue necessary to compile a unique Dictionary of legal terms, and then accept the dictionary as a generally binding legal act. Otherwise, in the absence of common standardized terms, each translator has the right to translate in his own way. If the translation of terms entered in the dictionary from a foreign language does not change the meaning of yes, you should leave it as it is. This law will certainly be very convenient for lawyers to understand and apply the essence of the rule of law.

If we read the Kazakh version of the Civil Procedure Code of the Republic of Kazakhstan, adopted on October 31, 2015, then there was a disregard for the current spelling of words, the use of words with a more fiction character than legal meaning, and a lack of stylistic harmony. In the Civil Procedure Code of the Republic of Kazakhstan, the word person in the term person, participating in the business is defined as the whole text is translated as man. Accordingly, the concept of “people involved in the case” has come into use. The code introduces the concept of “person” instead of the concept of “person”.

The concept of personality appeared in Roman private law. Rome was considered a person capable of any right in personal law. According to the theory of civil law, persons involved in civil legal relations are their subjects. Civil law the circle of subjects of relations is determined by Chapter 2 of the Civil Code.

To designate subjects of civil law in legislation and other regulatory legal acts, the generic term “persons” is usually used.

In civil law, people are called individuals. The concept of “individual” includes citizens of the Republic of Kazakhstan, foreigners and stateless persons. Collective education (organizations) created by people are recognized as subjects of civil law if they have the status of a legal entity.

In civil legal relations, along with individuals and legal entities arising on an equal basis with other participants in these relations, the state and administrative-territorial units (regions, districts, cities, etc.) may be participants in civil legal relations (articles 111 and 112 of the Civil Code). Accordingly, the subjects of civil legal relations may be individuals (citizens of the Republic of Kazakhstan, foreign citizens and Stateless Persons), Legal Entities, the Republic of Kazakhstan and administrative-territorial units.

The Civil Procedure Law includes persons participating in the case enshrined in Article 43: parties, third parties; prosecutor; state bodies, local self-government bodies, legal entities or on the grounds provided for in articles 55 and 56 of this code. 302 of this Code shall include applicants and other interested persons in cases considered by the court in a special procedural order.

However, if the Civil Procedure Code (hereinafter referred to as the APC) recognizes the plaintiff and the defendant as parties to the dispute. “Plaintiffs are citizens and legal entities who filed a claim in defense of their violated or disputed rights and freedoms, legitimate interests or other persons filed a claim in defense of them” (Article 47 of the Civil Code of the Republic of Kazakhstan). In addition, “the defendants are citizens and legal entities to whom the claim is filed. In cases stipulated by law, organizations that are not legal entities may also be parties. In civil proceedings, the state may be a party” (Article 47 of the Civil Code of the Republic of Kazakhstan).

Therefore, the legislator formed the erroneous concept of “person”, calling the individual, both the legal entity and the state as a subject of civil procedural law - a person participating in the case. This is contrary to the provisions of the theory of civil law. The word man is translated in Russian as man. Man is not a legal term. In general, in the theory of civil law, civil procedural law, Lico is a concept in which the term person refers to the subject of a legal relationship. Therefore, it is necessary to replace all the term person in the text of the APK of the Republic of Kazakhstan with “person”.

The jurist often translates the same legal term in several versions. For example, in the Russian text of Article 175 of the Civil Code of the Republic of Kazakhstan, it is called World reconciliation, and in the Kazakh translation it is called reconciliation agreement. It is considered in Chapter 17 mediation, participatory one of the conciliation procedures that is among the rituals. However, in Paragraph 2 of Part 1 of Article 174, the legislator states that the convocation states that the parties have received a claim to the court, explaining the right to resolve the dispute (conflict) within the framework of the conciliation procedure (settlement agreement, mediation, participatory procedure), the advantages of conciliation, as well as the right to mutual disclosure and presentation of evidence in accordance with Parts One and the term world Agreement “is translated in Article 174 as” settlement agreement “and in Section 2 as” settlement agreement. The same term is misled by two different translations. Therefore, we proposed to change it to the “armistice agreement”. Because the exact translation of the words “World Agreement” will be “peace treaty”.

In the text of the APC of the Republic of Kazakhstan, the word “formalization” is translated as “formalization”, and the term “procedure” is translated as “formalization”. He explained two different words with only one letter shift. The term formalization in Russian means formalization, a word that has long been used in the Kazakh language, and where did the word “formalization” come from? In fact, “procedure” is the Latin word for *procudere* it means moving

forward. So, it would be possible not to translate the term procedure, but to keep it as it is. For example, the makeup procedure.

Conclusion.

According to the text of the special part of the Civil Code of the Republic of Kazakhstan, when discussing the use of terms in the state language in civil legislation, the following conclusions are drawn:

1. in order to ensure the authenticity of the texts of civil laws in the state and Russian languages, it is necessary to conduct a linguistic and legal examination of the texts of laws by legal specialists and identify incorrect translations. It is possible to solve this problem by presenting correct translations instead of incorrectly translated words and sentences, analyzing them in the media, discussing them by publishing them in periodicals.

2. in order to ensure the correct translation of legal terms in civil law, it is proposed to unify and standardize them. To ensure the consistency of legal terms, it is necessary to develop a standard dictionary of legal terms in the state language. In this regard, the results of the linguistic and legal examination of civil law will serve as the basis for the authors compilation of a “unique Dictionary of legal terms in the Kazakh language”. This dictionary allows you to put legal terms in a sequence and use them in the same way. It can be used as an educational and methodological tool in the development of draft laws, in the process of teaching civil law.

3. most legal terms are introduced from English, French, and Latin, so they are used worldwide without modification. Therefore, the authors express their opinion on the use of international legal terms introduced from a foreign language in national legislation in their original form without translation into Kazakh. In the case of translating the terms of international law, it is assumed that its meaning changes and does not correspond exactly, on the other hand, we lose the quality of law by using various similar synonyms. This creates problems in the application of laws in practice.

REFERENCES

- 1 About legal acts. Law of the Republic of Kazakhstan dated April 6, 2016 No. 480-V kr. Available at: — URL: <https://adilet.zan.kz/kaz/docs/Z1600000480> (accessed: 25.01.2023)
- 2 Suleimenov M.K. How the Civil Code of the Republic of Kazakhstan was developed. Available at: — URL: <https://adilet.zan.kz/kaz/docs/Z1600000480> (accessed: 25.01.2023)
- 3 Civil Code of the Republic of Kazakhstan (special part). Code of the Republic of Kazakhstan dated July 1. 1999 No. 409. Available at: — URL: <https://adilet.zan.kz/kaz/docs/> (accessed: 25.01.2023)
- 4 Musabayev G.G. (2018) Russian-Kazakh dictionary. «What's The Matter?». Almaty. Vol. 1. p. 574
- 5 Russian-Kazakh slovar. Available at: — URL: <https://sozdik.kz/ru/dictionary/translate/ru/kk> (accessed: 25.01.2023)
- 6 Akhmetzhanova T. (2019) When Will the legal language become Kazakh? Law newspaper. №148. 4 p.
- 7 Akylbekova G.K. Some issues of scientific linguistic expertise. Available at: — URL: <https://cyberleninka.ru/article/n/ylymi-lingvistikal-y-saraptama-zh-rgizudi-keybir-m-seleleri/viewer> (accessed: 25.01.2023)
- 8 Asylbayev M.B. Some problems encountered in the translation of legislative acts. Available at: — URL: <https://cyberleninka.ru/article/n/za-namaly-aktilderdi-audaruda-y-kezdesetin-keybir-m-seleleri/viewer> (accessed: 25.01.2023)
- 9 Safuani E.S. Some problems of the language of the normative act. Available at: — URL: <https://cyberleninka.ru/article/n/normativtik-akt-tilini-keybir-m-seleleri/viewer> (accessed: 24.01.2023)
- 10 Kurmanbayuly Sh. (2022) Development of the fund of terms of the legal language is the task of lawyers and linguists. legal newspaper. №141 (2149). 6 p.
- 11 Kurmanbayuly Sh. (2016) Term Studies. Training manual. Astana. 244 p.
- 12 Abdreeva M.A. on improving the language of legislative acts. Available at: — URL: <https://cyberleninka.ru/article/n/za-namaly-aktiler-tilin-zhetildiru-turaly/viewer> (accessed: 22.01.2023)

АЗАМАТТЫҚ ЗАҢНАМАДА МЕМЛЕКЕТТІК ТІЛДЕ ТЕРМИНДЕРДІ ҚОЛДАНУ МӘСЕЛЕЛЕРІ (ҚАЗАҚСТАН РЕСПУБЛИКАСЫ АЗАМАТТЫҚ КОДЕКСІНІҢ МӘТІНІ БОЙЫНША (ЕРЕКШЕ БӨЛІМ))

Андатпа.

Мақалада Қазақстан Республикасы Азаматтық кодексінің (Ерекше бөлігі) мәтіндеріне мемлекеттік және орыс тілдерінде жүргізілген лингвистикалық сараптаманың нәтижелері жинақталады. Мақала мақсаты «Құқықтық актілер туралы» ҚР Заңының 24-бабының 3-бөлігіне сәйкес нормативтік құқықтық актілер мәтіндерінің түпнұсқалығын қамтамасыз етуді қазақ және орыс тілдерінде қамтамасыз етуді іске асыру бойынша ҚР Азаматтық Кодексінің (Ерекше бөлігінің) екі тілдегі мәтіндеріне салыстырмалы лингвистикалық-құқықтық сараптама жүргізу арқылы заң терминдерінің аудармасындағы сәйкессіздіктерді анықтау, терминологияның дұрыс аудармасын ұсыну болып табылады. Сараптама нәтижелері «Қазақ тіліндегі заң терминдерінің бірыңғай сөздігін» жасауға мүмкіндік береді. Заң терминдерінің көпшілігі ағылшын, француз, латын тілдерінен енгізілген, сондықтан бүкіл әлемде өзгеріссіз қолданылады.

Осыған байланысты, автор ұлттық заңнамада шет тілінен енгізілген заңды терминдерді қазақ тіліне аудармай-ақ түпнұсқа түрде қолдану туралы пікірін білдіреді. Халықаралық құқық терминдері аударылған жағдайда оның мағынасы дәл сәйкес келмейді, екінші жағынан, әртүрлі ұқсас сөздерді қолдану арқылы біз заңның сапасын жоғалтамыз деген ой айтылады. Қорытындыда азаматтық заңнамадағы заңды терминдердің дұрыс аударылуын қамтамасыз ету үшін оларды біріздендіру, стандарттау қажет деген ұсыныс беріледі.

Негізгі сөздер: құқық тілі, заң терминологиясы, шынайылық, Қазақстан Республикасының Азаматтық кодексі (Ерекше бөлігі), қазақ тілі, заң техникасы.

ВОПРОСЫ ИСПОЛЬЗОВАНИЯ ТЕРМИНОВ НА ГОСУДАРСТВЕННОМ ЯЗЫКЕ В ГРАЖДАНСКОМ ЗАКОНОДАТЕЛЬСТВЕ (ПО ТЕКСТУ ГРАЖДАНСКОГО КОДЕКСА РЕСПУБЛИКИ КАЗАХСТАН (ОСОБЕННАЯ ЧАСТЬ))

Аннотация.

В статье обобщаются результаты проведенной лингвистической экспертизы текстов Гражданского кодекса Республики Казахстан (особенная часть) на государственном и русском языках. Целью статьи является выявление несоответствий в переводе юридических терминов, предоставление правильного перевода терминологии путем проведения сравнительной лингвистико-правовой экспертизы текстов на двух языках Гражданского кодекса РК (Особенной части) по реализации обеспечения аутентичности текстов нормативных правовых актов на казахском и русском языках в соответствии с частью 3 статьи 24 Закона РК «О правовых актах». Результаты экспертизы позволяют составить «Унифицированный словарь юридических терминов на казахском языке». Большинство юридических терминов были введены с английского, французского, латинского языков и поэтому используются во всем мире без изменений. В связи с этим автор высказывает мнение об использовании в национальном законодательстве юридических терминов, введенных с иностранного языка, в оригинальном виде без перевода на казахский язык. В случае перевода терминов международного права его значение не совпадает с точным, с другой стороны, высказывается мысль о том, что, употребляя различные сходные слова, мы теряем качество закона. В заключении дается рекомендация, что для обеспечения правильного перевода юридических терминов в гражданском законодательстве необходимо их унифицировать, стандартизировать.

Ключевые слова: язык закона, юридическая терминология, аутентичность, Гражданский кодекс Республики Казахстан (Особенная часть), казахский язык, юридическая техника.

REFERENCES

- 1 About legal acts. Law of the Republic of Kazakhstan dated April 6, 2016 No. 480-V kr. Available at: — URL: <https://adilet.zan.kz/kaz/docs/Z1600000480> [in English]. (accessed: 25.01.2023)
- 2 Suleimenov M.K. How the Civil Code of the Republic of Kazakhstan was developed. Available at: — URL: <https://adilet.zan.kz/kaz/docs/Z1600000480> [in English]. (accessed: 25.01.2023)
- 3 Civil Code of the Republic of Kazakhstan (special part). Code of the Republic of Kazakhstan dated July 1. 1999 No. 409. Available at: — URL: <https://adilet.zan.kz/kaz/docs/> [in English]. (accessed: 25.01.2023)
- 4 Musabayev G.G. (2018) Russian-Kazakh dictionary. «What's The Matter?». Almaty. Vol. 1. p. 574 [in English]

5 Russian-Kazakh slovar. Available at: — URL: <https://sozdik.kz/ru/dictionary/translate/ru/kk> [in English]. (accessed: 25.01.2023)

6 Akhmetzhanova T. (2019) When Will the legal language become Kazakh? Law newspaper. №148. 4 p. [in English]

7 Akyzbekova G.K. Some issues of scientific linguistic expertise. Available at: — URL: <https://cyberleninka.ru/article/n/ylymi-lingvistikal-y-saraptama-zh-rigizudi-keybir-m-seleleri/viewer> [in English]. (accessed: 25.01.2023)

8 Asylbayev M.B. Some problems encountered in the translation of legislative acts. Available at: — URL: <https://cyberleninka.ru/article/n/za-namaly-aktilderdi-audaruda-y-kezdesetin-keybir-m-seleler/viewer> [in English]. (accessed: 25.01.2023)

9 Safuani E.S. Some problems of the language of the normative act. Available at: — URL: <https://cyberleninka.ru/article/n/normativtik-akt-tilini-keybir-m-seleleri/viewer> [in English]. (accessed: 24.01.2023)

10 Kurmanbayuly Sh. (2022) Development of the fund of terms of the legal language is the task of lawyers and linguists. legal newspaper. №141 (2149). 6 p. [in English]

11 Kurmanbayuly Sh. (2016) Term Studies. Training manual. Astana. 244 p. [in English]

12 Abdreeva M.A. on improving the language of legislative acts. Available at: — URL: <https://cyberleninka.ru/article/n/za-namaly-aktiler-tilin-zhetildiru-turaly/viewer> [in English]. (accessed: 22.01.2023)

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