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A CONTRASTIVE ANALYSIS OF MODALITY IN THE VIETNAMESE LAW ON ENTERPRISES AND THE SINGAPORE COMPANIES ACT FROM SYSTEMIC FUNCTIONAL PERSPECTIVE

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Abstract: This paper conducts a contrastive analysis of Modality in the Vietnamese Law on Enterprises and the Singapore Companies Act from Systemic Functional Grammar. Specifically, the article analyses Modalization and Modulation in terms of Probability, Usuality, Obligation and Inclination. The study showed that both Modalization and Modulation have been employed in order to realize Modality system in two surveyed legal texts. Additionally, both legal texts employed the large number of Finite modal operators to realize Obligation in Modulation. However, the Singapore Companies Act tends to employ more Finite modal operators when expressing Modality. Besides, the Vietnamese Law on Enterprises employed more high modal operators in expression of Obligation than the Singapore Companies Act.

Keywords: discourse analysis, interpersonal meaning, Systemic Functional Grammar (SFG), applied linguistics, the legal texts

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PHÂN TÍCH ĐỐI CHIẾU TÌNH THÁI TRONG LUẬT DOANH NGHIỆP VIỆT NAM VÀ ĐẠO LUẬT DOANH NGHIỆP SINGAPORE TỪ QUAN ĐIỂM NGỮ PHÁP CHỨC NĂNG HỆ THỐNG

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Tóm tắt: Bài báo này thực hiện việc so sánh, đối chiếu về Tình thái giữa Luật Doanh nghiệp Việt Nam và Đạo luật Doanh nghiệp Singapore từ ngữ pháp chức năng hệ thống. Cụ thể, bài viết phân tích Tình thái hóa và Điều biến theo các khía cạnh: Xác suất, Tính thường lệ, Nghĩa vụ và Thiên hướng. Kết quả nghiên cứu cho thấy cả hai văn bản luật sử dụng cả Tình thái hóa và Điều biến để hiện thực hóa hệ thống Tình thái. Ngoài ra, cả hai văn bản pháp lý đều sử dụng số lượng lớn tác tử tình thái hữu định để hiện thực hóa Nghĩa vụ trong Điều biến. Tuy nhiên, Đạo luật Doanh nghiệp Singapore có xu hướng sử dụng nhiều tác tử tình thái hữu định khi hiện thực hóa Tình thái. Bên cạnh đó, Luật Doanh nghiệp Việt Nam sử dụng nhiều hơn các tác tử tình thái hữu định cao để thể hiện Nghĩa vụ so với Luật Doanh nghiệp Singapore.

Từ khóa: phân tích diễn ngôn, nghĩa liên nhân, ngữ pháp chức năng hệ thống (SFG), ngôn ngữ học ứng dụng, văn bản luật

1. Introduction

The statutory law related to enterprises has been playing such an essential role in regulating aspects associated with the establishment, organizational structure, and operation of kinds of business entities. The legal documents of each country are influenced by factors such as broader institutional environment, legal systems, market and regulatory competition, the broader socioeconomic, political situations. Therefore, an interpersonal analysis of the legal documents in specific context is essential in comprehension of legal documents in general and of enterprises in particular.

According to Systemic Functional Grammar (SFG) by Halliday, discourse is analyzed based on three broad Meta-functions: Experiential, Interpersonal and Textual Meta-functions associated to three categories of the context including field, tenor and mode. The Interpersonal Meta-function shows the social relationships, positions of speakers in the discourse and it is concerned with clauses as exchange (Halliday, 2012). This paper aims to conduct a contrastive analysis of modality in the Vietnamese Law on Enterprises and the Singapore Companies Act, focusing on the application of (SFG). Specifically, the analysis examines two key aspects of modality: Modalization (covering Probability and Usuality) and Modulation (covering Obligation and Inclination). The overarching aim of this research is to enhance the understanding of how modality is realized in Vietnamese and English legal texts, thereby contributing to the broader field of legal linguistics.

The specific objectives of the study are:

To identify and describe the realization of modality in the Vietnamese Law on Enterprises and the Singapore Companies Act.

To explore the similarities and differences in their usage of modal expressions.

2. Literature Review

Modality is an essential component to realize interpersonal meaning in discourse. Modality involves the negotiation of propositions and propositions between the positive and negative polarity. In particular, Modality refers to a range of different ways in which speakers can adjust their message (Eggins, 2004). Depending on the communication function, the Modality is divided into the Modalization and the Modulation.

Modalization is a component that expresses the speakers' judgment or requires the listeners' assessment of the state of what is being said (Halliday & Matthiessen, 2004, p. 143). It indicates the possibility that a statement used by the speaker/writer is true and is called Probability. In addition, it also indicates how often a statement used by the speaker/writer is true and is called Usuality. Modalization is realized through Finite modal operators and modal Adjunct. In addition, the Modalization can be also expressed by interpersonal metaphor.

In terms of legal discourse studies, there are numerous studies that focus on understanding the unique features and structures of legal discourse. Specifically, they might include Bhatia's works on legislative writing (1983, 1993, 2004) or studies on the key features of legal language by scholars such as Mellinkoff (1963), Goodrich (1987), and Trosborg (1997). These researches employed traditional grammatical frameworks in order to highlight the formality of legal texts (Bhatia, 1983a, 1993, 2004; Goodrich, 1987; Mellinkoff, 1963; Trosborg, 1997).

Interpersonal meaning analysis has garnered significant attention among linguistic scholars from the perspective of Systemic Functional Grammar (SFG). This type of linguistic study has been applied to various discourses, including political speeches (Kazemian & Hashemi, 2014), advertisements (Mardiyanto, 2009), and literature (Goatly & Studies, 2004; Hoang, 2006). However, the application of interpersonal meaning analysis in legal discourse remains relatively underexplored. Most studies on legal genres have focused on conservation analysis in courtrooms or police offices (Chen & Li, 2019; Cruz & Pariña, 2015; Khoyi & Behnam, 2014; T. Silvana Sinara et al., 2020)

The application of Systemic Functional Grammar (SFG) to legal discourse analysis, however, remains relatively limited. Moreover, the contrastive analysis of linguistic features about modality between Vietnamese and English legal texts still contain a noticeable gap. In other words, there is a need for conducting the research focusing on the comparative analysis of modality in Vietnamese and English legal texts from an SFG perspective. The current study aims to fill this gap by systematically examining the use of modality in the Vietnamese Law on Enterprises and the Singapore Companies Act. This analysis seeks to provide insights into the linguistic, cultural, and legal factors influencing the expression of modality in these texts. The paper is hoped to not only contribute to the field of legal linguistics but also support practical applications such as the teaching of legal English, legal translation, and the drafting of legal documents.

3. Research Methodology and Data

3.1. Research Methodology and Theoretical Framework

In this contrastive study, we employ a mixed-methods approach, combining both quantitative and qualitative analyses. This methodology is chosen to comprehensively examine the modality systems within the Systemic Functional Grammar (SFG) framework in the Vietnamese Law on Enterprises and the Singapore Companies Act. The qualitative aspect involves a detailed discourse analysis, while the quantitative aspect includes the statistical analysis of modality frequencies and distributions.

3.1.1. Systemic Functional Grammar (SFG) and Interpersonal meaning

According to Systemic Functional Grammar (SFG) by Halliday, language operates through three meta-functions: ideational, interpersonal, and textual. The ideational function encompasses the representation of experience through the transitivity system and the expression of logical relations through the logico-semantic system. This function allows speakers to construct a picture of reality. The interpersonal function involves the use of language to enact social interactions, establishing and maintaining interpersonal relationships through systems such as mood and modality. This function is concerned with the speaker's role, attitude, and engagement with the listener. Lastly, the textual function manages the flow of information within a discourse, organizing it into a coherent structure through thematic structure and cohesion (Halliday & Matthiessen, 2004).

According to Halliday & Matthiessen (2004), in the discourse, the clause plays three main functions including clause as a message, clause as an exchange and clause as an expression. The clause as an exchange is to realize the interpersonal meaning in the discourse (Halliday & Matthiessen, 2004, p. 106). According to Matthiessen (2013), interpersonal meaning is a linguistic resource expressing interaction, social role, relationship between speaker or writer and listener or receiver (Matthiessen, 2013).

Thus, interpersonal meaning is one of the functions in the speech to establish and maintain social relationships, expressing attitudes about the world of the communicative roles. Interpersonal meaning is realized through the system of Mood, Modality. However, in this paper, we just focus on the Modality analysis.

3.1.2. Modality

Modality is a key component in realizing interpersonal meaning within the framework of SFG. According to Halliday and Matthiessen (2014), modality is an element that expresses the speaker's judgment or solicits the listener's evaluation of the state of the proposition. In other words, through modality, the speaker can express a position and convey their stance. Modality operates within a spectrum between negative and positive polarity, reflecting the speaker's judgments. It construes the uncertain region between affirmation and negation (Halliday & Matthiessen, 2004, p. 691).

In SFG, modality is categorized into two main types: Modalization (also known as epistemic modality) and Modulation (also known as deontic modality).

Modalization

Modalization involves the expression of the speaker's assessment of the likelihood or frequency of a particular event or situation. It includes:

Probability: This refers to the likelihood of an event occurring and can be expressed through terms such as possibly, probably, certainly. It can be realized by:

A Finite modal operator within verb groups (e.g., "They must have known").

A Modal Adjunct (e.g., "They certainly knew").

Usuality: This indicates the frequency with which an event occurs, expressed through terms like seldom, sometimes, usually, always. It can be realized similarly by:

A Finite modal operator (e.g., "It must happen").

A Modal Adjunct (e.g., "It always happens").

Modulation

Modulation refers to the expression of degrees of necessity or obligation and inclination or willingness. It includes:

Obligation: It represents the speaker's perception of the necessity of an action. It can be expressed through:

A Finite modal operator (e.g., "You must be patient").

A Passive verb Predicator (e.g., "You're required to be patient").

Inclination: It expresses the speaker's attitude towards carrying out an action. It can be realized by:

A Finite modal operator (e.g., "I must win!").

An Adjective Predicator (e.g., "I'm determined to win!").

The realization of modality can be systematically summarized in the following tables:

Table 1

Modalization and Modulation

Types of intermediacy	Typical realization	Example	
Modalization	Probability (possible /probable /certain)	- Finite modal operator - Modal Adjunct (both the above)	They <i>must</i> have known They <i>certainly</i> knew They <i>certainly must</i> have known
	Usuality (sometimes /usually /always)	- Finite modal operator - Modal Adjunct (both the above)	It <i>must</i> happen It <i>always</i> happen It <i>must always</i> happen
Modulation	Obligation (allowed /supposed /required)	- Finite modal operator - Passive verb Predicator	You <i>must</i> be patient! You <i>'re required</i> to be patient!
	Inclination (willing /keen /determined)	- Finite modal operator - Adjective Predicator	I <i>must</i> win! I'm <i>determined</i> to win!

(Source: Halliday & Matthiessen, 2004)

According to Halliday (2004), Finite modal operator has three levels including low, median and high as in the below table:

Table 2

Finite Modal Operators

Polarity	Low	Median	High
Positive	can, may, could, might (dare)	will, would, should, is/was to	must, ought to, need, has/had to
Negative	needn't, doesn't/didn't +need to, have to	won't, wouldn't, shouldn't, (isn't/wasn't to)	mustn't, oughtn't to, can't, couldn't (mayn't, mightn't, hasn't/hadn't to)

(Source: Halliday & Matthiessen, 2004)

Examples of types of Modality can be summarized in the below table:

Table 3

Modality Realization

Realization	Subjective: explicit	Subjective: implicit	Objective: implicit	Objective: explicit
Modalization: Probability	I think [in my opinion] Mary knows	Mary'll know	Mary probably knows [in all Probability]	It's likely that Mary knows [Mary is likely to]
Modalization: Usuality	Fred'll sit quite quiet	Fred usually sits quite quiet	It's usual for Fred to sit quite quiet	
Modulation: Obligation	I want John to go	John should go	John's supposed to go	It's expected that John goes
Modulation: Inclination	Jane'll help	Jane's keen to help		

(Source: Halliday & Matthiessen, 2004)

Table 3 shows that Modality can be realized through grammatical metaphor. In other words, the Modality in the congruent form which was originally expressed by the Finite modal operator is now expressed by the projection clauses in the non-congruent form (metaphor) such as *I think*, *It's likely that*, *It's usually*, *I want*. According to Halliday, it is the Interpersonal metaphor or the Mood metaphor, one of the methods to realize the Mood in the clause.

3.2. Data

The study is based on two sets of data: the Vietnamese Law on Enterprises and the Singapore Companies Act (Appendix 1 and Appendix 2). Due to the distinct legal frameworks and content in these two countries, not all parts of the documents were included. Specifically, sections on securities, accounting, and auditing were excluded as they are governed by separate laws in Vietnam. The data for the research is displayed in the below table:

Table 4*Data*

No (1)	VIETNAMESE LAW ON ENTERPRISES (2)	SINGAPORE COMPANIES ACT		
		Data (3)	Removed from the data	
			Content (4)	Acts in Vietnam (5)
1	Chapter I General provisions (Articles 1-16)	Part I. Preliminary Articles 1-7A Part II. Administration of this Act Articles 8, 12A, 12C, 12D	Part II. Administration of this Act Articles 8A-12, 13- 15	Banking and Finance Law
2	Chapter II Business formation (Articles 17-45)	Part III. Constitution of companies Articles 17-22; Articles 25B-28; Articles 30-41C	Part III. Constitution of companies Articles 23-25A	Civil law
3	Chapter III Limited liability company (Articles 46-87)	- Part IV Shares, debentures and charges Articles 64A; Articles 70, 74; Articles 74A-76D; Articles 76H-76K; Articles 78B-78C; Articles 78K; Articles 88; Articles 121- 126 - Part V Management and administration Articles 142, 144; Articles 145-154; Articles 157A; Articles 174-189; Articles 190-196A; Articles 215 - Part XA. Transfer of registration Articles 355-364	-Part IV Articles 59-64, 65- 68, 71-73B, 76DA- 76G, 77-78, 78D- 78J, 79-96, 127- 141	Securities Law, Accounting and Auditing Law
	Chapter IV State enterprises (Articles 88-110)		- Part V Articles 155-157, 157B-173I	Civil Law, Insurance Law, Securities Law
	Chapter V Joint Stock Company (Articles 111-176)			
	Chapter VI Partnerships (Articles 177-187)		- Part VI, VII, IX, X	Accounting and Auditing Law, Bankruptcy Law
	Chapter VII Sole proprietorship (Articles 188-193)			
Chapter VIII Group of companies (Articles 194-197)				
4	Chapter IX Reorganization, dissolution and bankruptcy of enterprises (Articles 198-214)	Part X. Dissolution Articles 344A-344H	PART XI PART XIA	Law on Foreign Investment in Vietnam
5	Chapter X Terms enforcement (Articles 215-217)	Part XII. General Articles 387A- 387C; Articles 395; 409C-411	PART XII Articles 386-387, 388-394, 396-409B	Securities Law

The 2020 Vietnamese Law on Enterprise was passed by Legislature XIV of the National Assembly of the Socialist Republic of Vietnam at its 9th session on 17 June 2020. The Law was promulgated to replace the 2015 Enterprise Law and is of full force and effect as from 1 January 2021 (Article 217). This law regulates the establishment, organization of management,

re-organization, dissolution and related activities of enterprises (Article 2) (Vietnam, 2020).

The Singapore Companies Act, first enacted in 1967, consists of 411 articles and spans 591 pages. However, we have extracted the parts that are closely related and roughly correspond to the Vietnamese Law on Enterprises for appropriate comparisons and contrasts. Specifically, we choose regulations related to Business Registration, Enterprise Charter, Directors and Managers of Enterprises, Business Names, Issuance of Shares, Rights of Shareholders, Summons, voting, passing resolutions at the meeting, Reorganization, and Foreign enterprises in Singapore (Table 1). We chose these sections because of their respective provisions in the Vietnamese Law on Enterprises. The regulations related to securities, accounting and auditing we do not choose, because in the Vietnamese legal system, it is prescribed in other specialized legal documents such as the Law on Accounting, the Law on Securities, the Law on Auditing, but not regulated in the Law on Enterprises. (Singapore, 2018).

Traditionally, in English syntax, a clause is defined as a grammatical unit consisting of a subject and a predicate, with the predicate typically containing a verb that expresses an action or state (Quirk & Crystal, 1985). However, in SFG, a clause is considered a multifunctional unit that serves various roles, including representing processes (experiential meaning), enacting social interactions (interpersonal meaning), and organizing information (textual meaning) (Halliday & Matthiessen, 2004). The concept of a clause in Vietnamese is quite varied and multifaceted. In this paper, the functional perspective will be applied to analyze the Vietnamese data. Specifically, a clause is a grammatical structure that typically consists of a process (expressed by a verb or verb phrase), participants involved in the process (such as subject and object), and circumstances (providing additional information about the process, such as time, place, and manner) (Hoang, 2002).

Table 5

The Overall Description of two Legal Texts

Legal texts	The number of words	The number of sentences	The number of clauses
The Vietnamese Law on Enterprises	71.093	1.225	2.143
The Singapore Companies Act	56.158	839	2.097
Total	127.251	2.064	4.240

4. Results

The Interpersonal Meta-function of the Law represents the way the addresser (the law maker) and the addressee (the citizen of the country) interact. In this unequal relationship, the government use laws to manage the society in the way they desire (Conley et al., 2019). This paper will conduct a contrastive analysis of Modality between two selected legal texts based on the theoretical framework of SFG. Specifically, in this section, we will compare and contrast the Modality between two Vietnamese and English legal texts as for Modalization and Modulation. Besides, we will discuss the realization of Modality in two selected legal documents.

In this paper, our research focused on analyzing Modality in two legal texts in Vietnamese and English. The difference between these two legal ones can be summarized as follows:

Table 6*Distribution and Frequency of Modality in Two Legal Texts*

Modality		The Law on Vietnamese Enterprise		The Singapore Companies Act	
		Frequency	Percentage	Frequency	Percentage
Modalization	Probability	1	0.1%	50	3.8%
	Usuality	1	0.1%	2	0.2%
Modulation	Obligation	730	99.2%	1263	95.2%
	Inclination	4	0.5%	3	0.2%
Total		736	100%	1326	100%

It can be seen from Table 6 that there are differences between the two legal documents. Specifically, the Singapore Companies Act has a much higher frequency of Probability than the Vietnamese Law on Enterprises. The data also show that the realization of Obligation in Modulation accounts for the highest proportion in both legal documents, at 99.2% and 95.2% respectively. Other forms of realization such as Probability, Usuality and Inclination make up only a small percentage. This can be explained by the fact that the legal document is the place containing the legal legislations to regulate the behavior of the relevant entities in the business activities in accordance with the Law (Yan, 2015).

Modality analysis is essential in comprehension of the Law. According to Halliday, Modality is the expression of Probability or Obligation associated with it. In other words, it means *likely* or *unlikely*, *desirable* or *unexpected* (Halliday & Matthiessen, 2004, p. 116). Therefore, knowledge of the Modality employed in the Law is important for the concerned entities to know whether the legislation is mandatory or not, and then, to know how to behave in accordance with the Law.

4.1. Modalization

4.1.1. Probability

Probability means the possibility that the speaker/writer thinks it is true. Although Finite modal operators appear quite a lot in both legal documents, they are mostly used to express the Obligation in Modulation, not to express the degree of Probability in Modalization. Therefore, Finite modal operators employed to express the Probability are quite low in both legal documents.

The Singapore Companies Act employs Finite modal operators to convey Probability more frequently than the Vietnamese Law on Enterprises. Specifically, there are 50 times that Finite modal operator *may* is used to express Probability in the Singapore Companies Act and they usually exist in two forms including *as the case may be* and *as may be prescribed*. For example: *A person desiring the incorporation of a company shall submit to the Registrar the constitution of the proposed company and such other documents as may be prescribed*. (Clause 1, Article 7, the Singapore Companies Act)

In contrast, the expression of Probability in the Vietnamese Law on Enterprises is much rarer, with only one occurrence in Article 50: *'Hội đồng thành viên chịu trách nhiệm thanh toán khoản nợ chưa đến hạn trước nguy cơ tài chính có thể xảy ra đối với công ty'*. (*The Members' Council is responsible for paying the undue debt before the possible financial risk to the company*). (Point c, Clause 5, Article 50, the Vietnamese Law on Enterprises). Notably, Vietnamese does not utilize Finite modal operators in the same way as English does. Instead, Vietnamese modality is often expressed through particles, context, and other syntactic means.

In this analysis, we consider the broader concept of modality, encompassing elements that convey necessity, possibility, and permission, regardless of the specific grammatical structures employed. Thus, while 'may' serves as a Finite modal operator in English, similar expressions in Vietnamese may rely on contextual and lexical cues to convey equivalent meanings.

However, in our opinion, Probability can be expressed implicitly (Halliday & Matthiessen, 2004). In the two legal documents, the regulations are mainly in the form of statements to express the attitude, opinion and ideology of the state. For example, in the article 217 of the Vietnamese Law on Enterprises *Luật này có hiệu lực thi hành từ ngày 01 tháng 01 năm 2021. (This law takes effect from January 1, 2021)* represents the statement of the legislators about the time when the Law will take effect. According to Halliday, a polar form like above sentence is more certain than other forms of high value modal such as “*certainly*” or “*always*”. In other words, “*This law is of full force and effect as from 1 January 2021*” is more determinate than “*This law is certainly of full force and effect as from 1 January 2021*”.

4.1.2. Usuality

Usuality means how often a statement used by the speaker/writer is true. It can be expressed by modal Adjuncts such as *usually*, *sometimes*, *always*. In both legal texts, the appearance of realization of Usuality is very modest, except for the cases specified in Clause 3, Article 12 of the Vietnamese Law on Enterprises, Clauses 1 and 2, Article 96 of the Singapore Company Law as mentioned below:

“*Doanh nghiệp phải bảo đảm luôn có ít nhất một người đại diện theo pháp luật cư trú tại Việt Nam.*” (An enterprise must ensure that there is **always** at least one legal representative residing in Vietnam). (Point 3, Clause 12, the Vietnamese Law on Enterprises)

“*The company shall have and shall be deemed always to have had power to reissue the debentures.*” (Clause 1, Article 96, the Singapore Companies Act)

The reason why the two texts have relatively modest realization of Usuality is the features of the legal language. Legal language must be precise and certain (Gustafsson, 1975), so law-makers tend to use present tenses to express the highest degree of Usuality rather than using modal operators to realize Usuality. For example: *Any requirement under subsection (4) (b) ceases if the resolution is revoked* (Clause 6, Article 78A, the Singapore Companies Act). The legislation of *Any requirement under subsection (4) (b) ceases if the resolution is revoked* will be more regular than *Any requirement under subsection (4) (b) always ceases if the resolution is revoked*.

4.2. Modulation

According to Halliday & Matthiessen (1994), modulation, a component of modality, includes obligation and inclination (Halliday & Matthiessen, 1994). Obligation refers to the degree to which the speaker puts force on another to carry out the command. Inclination refers to the speakers’ willingness to carry out the suggestion.

4.2.1. Obligation

As legal documents, the Vietnamese Law on Enterprises and the Singapore Companies Act regulate the rights and Obligations of business entities. In other words, they contain rules for business and other entities, including prohibitions, mandatory rules, and optional Obligations. The below table shows the number as well as the distribution and frequency of the expression ways of Obligation in the two legal documents:

Table 7

Distribution and Frequency of Obligation in Both Legal Texts

Typical realization		The Vietnamese Law on Enterprises			The Singapore Companies Act				
		Expression	Frequency	Percent	Expression	Frequency	Percent		
Finite modal operators	low	Có thể (may)	81	11%	Can	5	0.4%		
					May	264	20.9%		
					Could	9	0.7%		
					Might	1	0.1%		
	median	Sẽ (will)	10	1%	Need not	17	1.3%		
					Will/ will not	5	0.4%		
					Would/ would not	29	2.3%		
					should	3	0.2%		
	high	Phải (must)/ không được phép/ bị cấm/ bị nghiêm cấm) (must not)	483	66%	Is to/are to	28	2.2%		
					Shall/shall not	734	58.1%		
					Must / must not	73	5.8%		
					Ought to	1	0.1%		
					Cần (need)	16	2%		
Passive verb predicator	Cần (need)	16	2%	need	2	0.2%			
				has/had to	1	0.1%			
				Could not	2	0.2%			
				May not	3	0.2%			
				Có quyền/ được (phép) (be allowed to)	134	18%	Be allowed to	6	0.5%
				Có nghĩa vụ/ Có trách nhiệm (13) (be required to)	6	1%	Be required to	80	6.3%
Total		730	100%		1263	100%			

Table 7 indicates that the typical realization of Obligations in the Modulation is shown through two typical realizations of Finite modal operator and Passive verb predicator. Finite modal operators are used variously in the Singapore Companies Act while *can*, *will*, *must*, *need* be the main Finite modal operator in the Vietnamese Law on Enterprises. In the Vietnamese Law on Enterprises, high modal operators account for about 68%, medium 1% and low 11%, while the relevant statistics in the Singapore Companies Act are 64.6%, 5.1%, and 23.4% respectively. This demonstrates that the Vietnamese Law on Enterprises has a larger number of high modal operators than the Singapore Companies Act, but the numbers related to Medium and Low modal operators are opposite. Although there is a difference in the selection of Finite modal operators and the frequency of occurrence, this difference is not too large. For examples:

Doanh nghiệp **phải** đăng ký với Cơ quan đăng ký kinh doanh khi thay đổi nội dung Giấy chứng nhận đăng ký doanh nghiệp quy định tại Điều 28 của Luật này. (When an enterprise changes any content of its Contents of enterprise registration certificate as stipulated in article 28 of this law, it **must** register [such change] with the business registration office). (Point 1, Article 30, the Vietnamese Law on Enterprises)

Every company **shall** have at least one director who is ordinarily resident in Singapore and, where the company only has one member, that sole director may also be the sole member of the company. (Clause 1 Article 145 the Singapore Companies Act)

Regarding the realization of Obligation in Modulation with Passive verb predicator, the Vietnamese Law on Enterprises uses some Passive verb predicators such as *được phép*, *có quyền* (be allowed to), *có nghĩa vụ*, *có trách nhiệm* (is obliged to), *bị cấm* (be prohibited), *bị nghiêm cấm* (be seriously prohibited) while the Singapore Companies Act uses *be allowed to* and *be required to*. In this respect, the Vietnamese Law on Enterprises has a higher frequency (19%) than the Singapore Companies Act (6.8%). This also shows that the Singapore Companies Act tends to use more Finite modal operators to express Obligations rather than Passive verb predicators. For instance: *Doanh nghiệp có quyền thành lập chi nhánh, văn phòng đại diện ở trong nước và nước ngoài.* (An enterprise **is allowed to** establish branches and representative offices in Vietnam and overseas.) (Point 1, Article 45, the Vietnamese Law on Enterprises)

As for high-level Finite modal operators, the Vietnamese Law on Enterprises tends to use *phải* (*must*), while the Singapore Companies Act is often likely to use *Shall or Must*. This is one of the techniques of forming compulsory legislation that is quite popular in legal documents (Krapivkina, 2017). It is worth noting that in the Vietnamese Law on Enterprises, in many cases, *phải* (*must*) is not stated explicitly or implicitly but it still has a mandatory meaning. Those are the terms of the responsibilities of business entities. For example, Article 8 stipulates the obligations of enterprises, the Finite modal operator *must* does not appear, but it is still a regulation that enterprises must follow. In other words, enterprises must "*satisfy business investment conditions*", "*fully and promptly fulfill obligations*"...

When it comes to the realization of Obligations, Finite modal operator *May* plays such an important role in formulating regulations (Hilal Al-Mukhaini, 2008). In both legal texts, *May* is used to express ability, optional obligation. In the text, the speaker (Parliament) has a powerful role in proposing rights and obligations and the receiver (law enforcement, authorities and citizens) have the right to choose to follow these optional regulations. However, in an unequal relationship, by using *May*, legislators can be able to give stakeholders the choice (not) to perform certain duties. The usage of *May* represents one of the characteristics of the flexibility of legal discourse (Al Mukhaini, 2008). This is quite beneficial in cases where the legislator cannot predict all situations that will occur in reality, so this technique provides flexibility so that the Law can be applied in such specific cases in the future (Bhatia et al., 2008). Despite the fact that the usage of *May* can cause ambiguity in the Law because of its flexibility and discretion, it can help generalize situations, enable the Law to apply in all aspects of life in reality (Bhatia, 1994). For example, Clause 1, Article 60 of the Vietnamese Law on Enterprises stipulates that "*Meetings of the Members' Council must be recorded in minutes and may be recorded or recorded and stored in other electronic forms*". It means that companies can choose to record their minutes by audio or other electronic forms, but it is optional, not required.

Because both are legal documents containing legal norms, all provisions are imperative,

therefore, Obligation in the Modulation can be expressed implicitly (Bhatia, 1983b). In other words, there is not any presence of any Finite modal operator or Passive verb predicator, but it still creates an Obligation between the parties involved. For example:

Trường hợp Điều lệ công ty không quy định thì Chủ tịch Hội đồng thành viên là người đại diện theo pháp luật của công ty. (If the company charter does not contain any relevant provision, then the chairman of the Members' Council is the legal representative of the company.) (Clause 3, Article 54 of the Vietnamese Law on Enterprises)

In the above example, in spite of the fact that there is not any Finite modal operator or Passive verb predicator employed to realize Obligation but it cannot be denied that these legislations are not obligatory.

4.2.2. Inclination

As for Inclination, both selected legal texts have forms that realize Inclination related to the state's commitments to guaranteeing the freedom of business of the involved entities. However, the occurrence of Inclination in the two texts is quite modest. Specifically, in the Singapore Companies Act, this realization only appears in three articles, Clause 4, Article 176, Clause 1, Article 8, and Article 172A. For instance: *The Authority shall be responsible for the administration of this Act, subject to the general or special directions of the Minister.* (Clause 1 Article 8, the Singapore Companies Act)

Similarly, in the Vietnamese Law on Enterprises, Inclination is not explicitly expressed through modal verbs but can be inferred from the state's commitments to safeguard and support business activities. For instance, provisions in Articles 5, 10, 26, and 215 reflect the state's dedication to ensuring certain rights and protections for enterprises. Article 5 exemplifies this with the statement: *'Nhà nước công nhận và bảo hộ quyền sở hữu tài sản, vốn đầu tư, thu nhập, quyền và lợi ích hợp pháp khác của doanh nghiệp và chủ sở hữu doanh nghiệp'* (The State recognizes and protects the ownership of assets, invested capital, income, and other lawful rights and interests of enterprises and their owners) (Point 2, Article 5). While the verbs **công nhận** (recognize) and **bảo hộ** (protect) do not convey modality in the traditional sense, they do imply a commitment from the state to uphold these rights. This commitment can be seen as a form of Inclination, reflecting the state's willingness and responsibility to enforce the provisions outlined in the legal texts. However, it is crucial to distinguish between direct expressions of modality and the broader implications of state commitments in legal language. In this context, Inclination is interpreted more as the underlying intent and assurance provided by the state, rather than explicit modal expressions.

The findings of this study are quite similar to previous research on legal discourse. Bhatia (1993) in his research on legal language, stated that legal documents frequently employ high modality to establish clear obligations as well as reinforce the authoritative nature of legal texts.

Further, the use of Finite modal operators to convey varying degrees of necessity and permission is consistent with Al Mukhaini's (2008) analysis of modality in legal texts. Al Mukhaini highlighted the role of modal operators such as "may" and "can" in offering flexibility and discretion within the legal framework.

The absence of Interpersonal Metaphor in the Vietnamese Law on Enterprises may reflect a cultural or systemic inclination towards more explicit and straightforward legal language. This observation resonates with Mellinkoff's (1963) description of legal language's precision, aimed at reducing ambiguity and enhancing clarity. Tiersma (1999) further supports

this observation by emphasizing that legal language in different jurisdictions may vary significantly based on cultural, legal, and historical factors. The direct style observed in the Vietnamese Law on Enterprises could be attributed to a legal culture that values clear directives over interpretative flexibility, possibly to ensure compliance and reduce interpretive disputes.

In summary, this study's findings on the use of modality in the Vietnamese Law on Enterprises and the Singapore Companies Act are consistent with established research in legal linguistics. The prominent use of high modality to express obligations, the strategic use of finite modal operators to provide flexibility, and the culturally influenced preferences for explicitness or metaphorical expressions all contribute to the unique characteristics of legal language in these texts. These observations provide valuable insights for legal practitioners, translators, and scholars, enhancing their understanding of how legal norms are articulated and interpreted in different legal systems.

5. Conclusion

In terms of Modality, both legal texts have had the realization of Probability, Usuality, Obligation and Inclination although the frequency of these realizations is different. Specifically, both legal documents have the highest percentage of Obligation realizations in Modulation (99.2% and 95.2%) respectively, including those using Finite modal operator, Passive verb predicator as well as Metaphor of Modality. However, the difference between these two documents is that the Vietnamese Law on Enterprises does not have the appearance of Interpersonal metaphors to realize Modality. In addition, the Singapore Companies Act has a higher Probability realization rate (3.8%) than the Vietnamese Law on Enterprises (0.1%). This comes from the characteristic of legal documents that contain mandatory legislation (Tiersma & Solan, 2012), so the realization of Obligation is the main device and technique for legislators to apply to draft legal documents.

Regarding Modality analysis, it can be concluded that the use of Finite modal operators is quite useful in formulating regulations related to rights and duties. In addition, through the use of a number of Finite modal operators in the Law, the law-makers have succeeded in drafting regulations on the responsibilities of related entities. This analysis will hopefully be helpful to the reader in determining whether the regulation is mandatory or not, from which appropriate actions will be taken to realize these provisions. As law-makers, skillful use of Finite modal operators seems to help them establish legislation that can be optional or mandatory. At the same time, the application of Finite modal operators also benefits legislators in predicting situations that will occur in the future and thereby making relevant regulations for those situations.

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Appendix 1

Vietnamese Law on Enterprises:

https://docs.google.com/document/d/1Rmem8CDyqnB1YnKVzxUsEsNpgrXbqCLM/edit?usp=drive_link&oid=111250453630956244212&rtpof=true&sd=true

Appendix 2

Singapore Companies Act:

https://drive.google.com/file/d/1E55BgSL3t494EaknzQhGeOtPF6x9mP9J/view?usp=drive_link