

Original Paper

The Application of Passive Voice in Legal English: A Case Study of the *Labor Contract Law*

Chufang Lin¹

¹ Foreign Language School, Guangzhou Institute of Science and Technology, Guangzhou, China

Received: December 22, 2025 Accepted: January 28, 2026 Online Published: February 27, 2026
doi:10.22158/eltls.v8n1p66 URL: <http://dx.doi.org/10.22158/eltls.v8n1p66>

Abstract

Passive voice stands as one of the most fundamental and distinctive characteristics of legal English, serving to enhance objectivity, formality, and impersonal authority. This paper, grounded in an analysis of the intrinsic differences between Chinese and English linguistic structures and legal discourse conventions, conducts a comparative examination of the deployment of passive voice across four authoritative English translations of China's Labor Contract Law. Results reveal that different functions of passive voice, the subjectivity of translators taken into consideration, lead to the differences in the four translated versions.

Keywords

passive voice, Labor Contract Law, parallel texts, legal translation

1. Introduction

Adopted at the 28th Session of the Standing Committee of the Tenth National People's Congress of the People's Republic of China on June 29th, 2007, the *Labor Contract Law* of the People's Republic of China (hereinafter referred to as the "LCL") was amended on December 28th, 2012 so as to better adapt the labor relationship to the current market economy. As one of the most important syntactic features of legal English, passive voice is related to abstractness, which is essential for the expression of general and broad legal principles, so it can make the sentences more neutral and authoritative, compared with active voice. So far, many academic institutes and law firms have initiated many translated versions of the LCL, which, more or less, are different from one another in terms of active voice or passive voice due to the differences between Chinese and English. With four representative translated versions of the LCL as its research objects, this paper, on the light of the functions of passive voice in legal English, analyzes the differences on the practice of passive voice in the four translated versions of the LCL. The four versions are as follows: an official version released by the State Council

Legislative Affairs Office (hereinafter referred to as “Official Version”), a version provided by an authoritative academic institution, the Peking University (hereinafter referred to as “PKU Version”), a version prepared by a well-known law firm Baker & McKenzie (hereinafter referred to as “BM Version”, and the last version prepared by Shuang Cheng Attorneys at Law in association with China Axis Ltd (hereinafter referred to as “SC/CA Version”).

Actually, the four versions mentioned above are more or less different from one another in terms of active voice or passive voice. Based on the differences between Chinese and English, this paper, analyzes the differences on the practice of passive voice in the four English versions of the LCL and finds that the same legislative text may have different translations due to the subjectivity of the translators, in the hope of making contribution to legal translation in the future.

2. Passive Voice

Passive voice, as one of the most important characteristics of legal English, has different functions according to different situations compared with active voice. Given that passive voice has different functions: to emphasize the patient subject, to weaken or hide the agent and to emphasize the performing agent, the translators, due to their subjectivity, may employ passive voice in the translation of legal texts even when the original text uses active voice, as a result of which the legal texts may exert different functions in terms of passive voice.

2.1 Comparison on English and Chinese passives

In English, voice, according to Zuo (2007), is a form of the verb describing the relationship between the subject and the predicate verb. There are two voices in English, active voice and passive voice. Active voice means that the subject is the agent of the verb while passive voice means that the subject is the patient of the verb, that is to say, the subject in a passive sentence is the direct object of the main verb in its deep structure.

Speaking of the English passives, there are two types: sentences with passive structure and passive meaning; sentences with active structure but passive meaning. However, the majority of them are sentences with passive structure and passive meaning, which are usually marked by its predicate containing an auxiliary “be” or “get” followed by the “ed” participle of the main verb.

Generally speaking, there are two forms of the marked English passives:

- a. The window was broken.
- b. The fish was eaten by the cat.

In (a), the agent is not indicated while in (b), the agent is indicated and followed by the introducer or pointer “by”. However, in English, some sentences in active voice have passive meanings:

- c. This kind of medicine sells dear.
- d. The method proved effective.
- e. His cap blew into the water.

The most important feature of this type of sentence is that, in form, they are active sentences, but in

meaning, the relationship between the subject and the verb is that of the object (Xu, 1981). However, such passives without the marks are quite limited in English.

On the contrary, in Chinese, it is a totally different case. Chinese is found to use more actives than passives, which has no distinctive morphological marks and is only manifested through semantic meaning. However, when it comes to the marks in modern Chinese passives, they are, according to some experts exploring Chinese grammar, listed as follows: “被”, “叫”, “让”, “给” (Qu, 2004). Although there are many researches on Chinese passives, Liu (1987) mentions that the majority of them focus on the marked passive sentences and they believe that the word “被” equals other words organized at the same place as “被”, such as “给”, “叫(教)”, “让”, “为” and “由”. The mark “被”, with the longest history, almost disappears in oral Chinese and it is, in most cases, used in written Chinese (Shi, 2010).

2.2 The Use of Passive Voice in Legal English

Halliday believes that passive voice has important pragmatic functions, which mainly places an emphasis on the patient and highlight or weaken the agent (Hu, 2009). First, passive voice is used to take the object of the verb as the theme, placing an emphasis on the patient subject. Second, the passive voice is used to highlight the agent with the introducer “by”. Third, the passive voice is used when it is difficult or unnecessary to indicate the agent of the verb. In this way, the agent is weakened or hidden.

When it comes to legal English, passive voice is usually employed in a way that not only makes legal English more authoritative and objective, but also more accurate and precise. The application of passive voice highlights or hides the agent of the verb according to the needs of the provisions, which extends the sphere of the application of laws and regulations. And basically, it has three functions. First, it emphasizes on the patient subject. In this way, it enhances the objectivity and accuracy of legal texts. The application of passive voice transfers the focus of the sentence to the object of the verb, which avoids the subjective assumption, thus enhancing the objectivity and accuracy of legal texts. Second, it weakens or hides the performing agent. In legal English, the application of passive voice avoids pointing out the agent of the verb and hiding or weakening the legal subject. In this way, it can expand the application sphere of the laws and regulations, which is one of the effective technics the barristers often resort to in the court defense. Third, it emphasizes on the agent. Zeng (1994) believes that end focus, one of the basic principles that governs word order in English, ensures that “the new or most important idea in a piece of information should be placed towards the end.” The application of passive voice, under some circumstances, can highlight the agent. By using the by-phrase, the subject in an active sentence can be transferred to the end in a passive in which the agentive subject is highlighted following the “by-phrase”.

What’s worth mentioning is that due to the differences between Chinese and English, different translators may translate the same sentence into active voice or passive voice because of their subjectivity, which leads to different ways of translation. In most cases, legal translators should be creative with language.

In their new role as text producers, legal translators are increasingly assuming tasks previously reserved strictly for drafters (Šarčević, 1997). While both translators and drafters are frequently snubbed as “mechanical word polishers”, Driedger (1976) strongly denies such accusation, saying that “a good draftsman is more than a mechanical word polisher; he is one of the creative participants in the legislative process”. Driedger’s words also hold true for the modern translator who, as “a writer of laws must have the freedom of an artist”, i.e., “the freedom to use to the fullest extent everything that language permits” (Driedger, 1982). While some may deny that this is creativity, they are reminded that creativity manifests itself differently in different areas of translation.

Since Chinese is so different from English in terms of actives and passives, the translator, due to his own subjectivity, displays his subjectivity to fulfill the translation purposes. However, in spite of the subjectivity of translators, the core of legal translation is accuracy (Li & Zhang, 2005). Therefore, when it comes to the choice between active voice and passive voice in legislative texts, legal translators should maintain the accuracy of the texts.

3. Comparative Study on the Translation of the LCL

This paper chooses four translation versions of the LCL as the research objects. The four versions are as follows: an official version released by the State Council Legislative Affairs Office (Official Version), a version provided by Peking University (PKU Version), a version prepared by a well-known law firm Baker and McKenzie (BM Version), and the last version prepared by Shuang Cheng Attorneys at Law in association with China Axis Ltd (SC/CA Version).

Due to the differences on Chinese and English passives, there are many differences on the practice of passive voice in the four translated versions mentioned above. Therefore, they may exert different functions in terms of the passive voice in legal English.

3.1 Emphasis on the Patient Subject

First and foremost, passive voice is used to take the object of the verb as the theme, placing an emphasis on the patient subject. The application of passive voice transforms the focus of the sentence to the patient of the verb, which avoids the subjective assumption, thus enhancing the objectivity and accuracy of legal texts.

Example 1:

ST: 第七条 用人单位自用工之日起即与劳动者建立劳动关系。

In this case, the ST uses an active structure, with “用人单位” as its subject and “劳动关系” as the direct object of predicate verb. As can be seen in this article, the focus or theme of the sentence is “建立劳动关系”, different versions deal with such a theme in different ways.

Table 1. Translation of Article 7 in Different Versions

Versions	Translation
Official Version	Article 7 <u>A labor relationship is established</u> by an employing unit with a worker as of the date the former employs the latter.
BM Version	Article 7 <u>An Employer's employment relationship</u> with a worker <u>is established</u> on the date it starts using the worker.
SC/ AC Version	Article 7 <u>An Employer's labor relationship</u> with a worker <u>is established</u> on the date it starts using the worker.
PKU Version	Article 7 An employer <u>establishes an employment relationship</u> with an employee from the date when the employer puts the employee to work.

The first three versions translate the ST into passives, which transfer “劳动关系” as the patient subject. The use of passive voice in the first three versions transfer the focus of the sentence as the subject of the sentence, which avoids the subjective assumption, thus enhancing the objectivity and accuracy of the LCL.

What is worth mentioning is that in the official version, “用人单位” is translated into “an employing unit” with an introducer “by” placing an emphasis on the agent, which, from the author’s point of view, is unnecessary in this case. However, in the last version, “建立劳动关系” is translated into “establishes an employment relationship”. Such translation is acceptable, but compared with the other three versions, the focus or theme of this article cannot be clearly stipulated in the translation.

Example 2:

ST: 第十条 建立劳动关系，应当订立书面劳动合同。

As can be seen in the ST, it uses an active voice without the subject when it is analyzed from the grammatical perspective. According to the Chinese way of thinking, the action of human beings is undoubtedly performed by humans or personal agents rather than impersonal ones. Thus, by default, the performing agent is often taken for granted and omitted in Chinese. It is the same with this article.

According to Šarčević (1997), legal translators were formerly advised not to transform active provisions into passive ones and vice versa, as this would be over stepping their authority. Generally speaking, such transformations are now deemed acceptable if the substance remains unchanged. Moreover, translators are sometimes encouraged to use such transformations as a means of improving clarity or shifting emphasis. Under these circumstances, it is appropriate to translate the sentence into a passive.

Table 2. Translation of Article 10 in Different Versions

Versions	Translation
Official Version	Article 10 To establish a labor relationship, <u>a written labor contract</u> shall be concluded.
BM Version	Article 10 To establish an employment relationship, <u>a written employment contract</u> shall be concluded.
SC/ AC Version	Article 10 To establish a labor relationship, an employer and a worker shall form <u>a written labor contract</u> .
PKU Version	Article 10 <u>A written labor contract</u> shall be concluded in the establishment of an employment relationship.

As can be seen in the Official Version, the BM version and the PKU version, “劳动合同” is translated as the patient subject and “应当订立” are translated into passive forms. In this way, the translated versions avoid pointing out the agent of the verb which is not shown in the ST. However, in the SC/ AC version, “应当订立” is translated into “shall form”, which is an active form and adds the subject “an employer and a worker” which is actually omitted in the ST. In this article, it is very easy and clear to find that the agentive subject is “an employer and a worker”, yet it is not shown in the ST.

Example 3:

ST: 第三条 订立劳动合同, 应当遵循合法、公平、平等自愿、协商一致、诚实信用的原则。

In this case, the performing agent is also omitted in ST because the action of human beings is of course performed by humans or personal agents rather than impersonal ones according to the Chinese ways of thinking. However, due to the subjectivity of the translators, the underlines part are translated in different ways.

Table 3. Translation of Article 3 in Different Versions

Versions	Translations
Official Version	Article 3 <u>Labor contracts shall be concluded</u> in adherence to the principles of lawfulness, fairness, equality, voluntariness, consensus through consultation, and good faith.
BM Version	Article 3 <u>The conclusion of employment contracts shall comply with</u> the principles of lawfulness, fairness, equality, free will, negotiated consensus and good faith.
SC/ AC Version	Article 3 <u>The labor contract should be formed</u> based on the principles of lawfulness, fairness, equality and free will, negotiation-based consensus and good faith.
PKU Version	Article 3 The principle of lawfulness, fairness, equality, free will, negotiation for

agreement and good faith shall be observed in the formation of a labor contract.

In the Official Version and the SC/AC version, “订立劳动合同” is translated into “Labor contracts shall be concluded...” and “The labor contract should be formed...”. “订立劳动合同” is translated into passive voice. To some extent, the two sentences are quite the same in their structures. Since the legal subject is omitted in the ST, it is therefore suitable to translate the sentence into a passive one. Different from Official Version and the SC/ AC version, the PKU version, which is also a passive, translates “应当遵循” into “should be observed”. This translation is also acceptable. However, the subject of this sentence is much heavier than the end, which does not comply with Leech and Svartvik’s view that the more “weighty” part(s) of a sentence should be placed towards the end (Zeng, 1994).

Different from the three versions mentioned above, the BM version uses active voice by translating “应当遵循” into “shall comply with” which is different from the PKU version with passive voice. Although the sentence is grammatically correct, it, more or less, changes the intent of this article. Although there is no legal subjects in the ST, it is indicated in the ST: 订立劳动合同, (用人单位和劳动者)应当遵循合法、公平、平等自愿、协商一致、诚实信用的原则。Therefore, the legal subject of this article should be “the employing unit and the worker”, which means that it is not “the conclusion of the employment” but “the employing unit and the worker” that should comply with the principles of lawfulness, fairness, equality, free will, negotiated consensus and good faith.

3.2 Weakening or Hiding of the Agent

The second function of passive voice is that it is used to highlight the agent with the introducer “by”. In legal English, the application of passive voice avoids pointing out the agent of the verb and hiding or weakening the legal subject. In this way, it can expand the application sphere of the laws and regulations, which is one of the effective technics the barristers often resort to in the court defense.

Example 4:

ST: 第一条 为了完善劳动合同制度, 明确劳动合同双方当事人的权利和义务, 保护劳动者的合法权益, 构建和发展和谐稳定的劳动关系, 制定本法。

As can be seen in the ST, it is an active sentence with the subject omitted. When translating the sentence, translators are supposed to deal with such situations in a careful manner.

Table 4. Translation of Article 1 in Different Versions

Versions	Translations
Official Version	Article 1 <u>This Law is enacted</u> in order to improve the labor contract system, define the rights and obligations of both parties to a labor contract, protect the legitimate rights and interests of workers, and establish and develop a harmonious and stable labor relationship.
BM Version	Article 1 <u>This law has been formulated</u> in order to improve the employment

contract system, to specify the rights and obligations of the parties to employment contracts, to protect the lawful rights and interests of workers and to build and develop harmonious and stable employment relationships.

SC/ AC Version	Article 1 <u>This law has been formulated</u> in order to consummate labor contract system, to define the rights and obligations of both parties, to protect the lawful rights and interests of workers and to build harmonious and stable labor relations.
PKU Version	Article 1 <u>This Law is formulated</u> for the purposes of improving the labor contractual system, clarifying the rights and obligations of both parties of labor contracts, protecting the legitimate rights and interests of employees, and establishing and developing a harmonious and stable employment relationship.

In this case, “制定本法” in the four versions are translated respectively into “This Law is enacted”, “This law has been formulated”, “This law has been formulated” and “This Law is formulated”. The active sentence is actually transferred into passives in the four translated versions without subjects. If the TT uses an active voice, then the sentence goes like “() formulates/ enacts this law to...”. Then the translator has to figure out the subject by himself, which may easily overstep the authority. Therefore, it is unnecessary to add the subject in the TT, instead the translator should use passive voice, which makes it clearer and more objective. However, when transforming active forms into passive ones, translators should avoid deleting any elements essential to the meaning and operation of the provision.

Example 5:

ST: 第二十八条 劳动合同被确认无效, 劳动者已付出劳动的, 用人单位应当向劳动者支付劳动报酬。

In this case, there is a passive mark “被” in the ST, and the agentive subject is not indicated in the ST, thus, it is appropriate to use passive voice to hide the agent in the TT, which is shown in the table below.

Table 5. Translation of Article 28 in Different Versions

Versions	Translations
Official Version	Article 28 <u>If a labor contract is determined to be invalid</u> but the worker has performed it, the employing unit shall pay the worker remuneration.
BM Version	Article 28 <u>If an employment contract is confirmed as invalid</u> and the worker has already performed labor, the Employer shall pay the worker labor compensation.
SC/ AC Version	Article 28 <u>If the labor contract is confirmed as invalid</u> and the worker has already performed labor, the Employer shall pay labor remuneration to the worker.
PKU Version	Article 28 <u>If a labor contract has been confirmed to be invalid</u> , the employer shall pay remunerations to his employees who have labored for the employer.

In the above-mentioned four translated versions, the TT employ passive voice to avoid pointing out the legal subject because under this circumstance, it is very hard for the translator to find out the agentive subject that can actually determine whether the labor contract is valid or not. Besides, if the translator wants to translate the ST into an active sentence, s/he has to figure out the agentive subject according to his or her own thoughts, which is a dangerous act in legal translation.

Example 6:

ST: 第四十四条 有下列情形之一的, 劳动合同终止:

In this case, “劳动合同终止” in the ST seems to be an active sentence, but actually it is a passive sentence without passive marks. In Chinese, there are many sentences with active structure expressing passive meanings. Therefore, in the deep structure of this sentence, “劳动合同”, which seems to be the subject, is actually the object of the verb “终止”.

Table 6. Translation of Article 44 in Different Versions

Versions	Translations
Official Version	Article 44 <u>A labor contract shall be terminated</u> under one of the following circumstances:
BM Version	Article 44 <u>An employment contract shall end</u> if:
SC/ AC Version	Article 44 <u>The labor contract shall terminate</u> if the following circumstances occur:
PKU Version	Article 44 <u>A labor contract may be terminated</u> under any of the following circumstances:

In the Official Version and the PKU Version, the word “终止” in the ST is translated into “shall be terminated” and “may be terminated” respectively, which are in accordance with the deep structure of the ST from a grammatical level. However, the SC/ CA Version and the BM Version uses active voice, which is actually not logical, because a contract cannot terminate or end itself.

3.3 The Emphasis on the Performing Agent

Except the two functions mentioned above, passive voice is used when it is difficult or unnecessary to indicate the agent of the verb. In this way, the agent is weakened or hidden. Leech and Svartvik believe that end focus, one of the basic principles that governs word order in English, ensures that “the new or most important idea in a piece of information should be placed towards the end” (Zeng, 1994).

The application of passive voice, under some circumstances, can highlight the agent. By using the by-phrase, the subject in an active sentence can be transformed to the end in a passive in which the agentive subject is highlighted following the “by-phrase”.

Example 7:

ST: 第二十六条对劳动合同的无效或者部分无效有争议的, 由劳动争议仲裁机构或者人民

法院确认。

In this case, the ST is a sentence with a passive mark “由”, which equals “被” in Chinese; furthermore, following the auxiliary “由”, there are two agentive subjects “劳动争议仲裁机” or “人民法院”. Obviously, there is an emphasis on the agentive subject “劳动争议仲裁机” or “人民法院” introduced by an auxiliary “由” in the ST.

Table 7. Translation of Article 26 in Different Versions

Versions	Translations
Official Version	Article 26If a dispute arises over the invalidity or partial invalidity of a labor contract, the matter <u>shall be determined by a labor dispute arbitration institution or a people’s court.</u>
BM Version	Article 26If the invalidity or partial invalidity of the employment contract is disputed, it <u>shall be confirmed by a labor dispute arbitration institution or a People’s court.</u>
SC/ AC Version	Article 26The invalidity or partial invalidity of the labor contract <u>shall be confirmed by a labor dispute institution or a people’s court.</u>
PKU Version	Article 26If there is any dispute over the invalidating or partially invalidating of a labor contract, the dispute <u>shall be settled by the labor dispute arbitration institution or by the people's court.</u>

In this case, if the translator wants to translate the ST into an active sentence, s/he has to change the structure completely. Besides, such a passive sentence in the ST actually matches perfectly with the passive sentence in English. Therefore, the ST are translated into passives in the four English versions with the introducer “by” which plays an emphasis on the “劳动争议仲裁机” or “人民法院”.

Example 8:

ST: 第七十条 非全日制用工双方当事人不得约定试用期。

In this case, in the ST, it is difficult to identify the focus of this article. However, when it is translated into English with different voices, its focus changes according to different voices.

Table 8. Translation of Article 70 in Different Versions

Versions	Translations
Official Version	Article 70 The two parties to part-time employment may not conclude an agreement on probation period.
BM Version	Article 70 Two parties to part-time labor may not stipulate a probation period.
SC/ AC Version	Article 70 No Probation period may be stipulated for part-time labor by two parties.

PKU Version	Article 70 No probation period may be stipulated by both parties for a part-time employment.
-------------	--

In the Official Version and the BM Version, the ST is translated into an active structure, which is in accordance with the structure of the ST. However, in the SC/ CA Version and the PKU Version, the word predicate verb “约定” is translated into a passive form and the agentive subject of the ST is introduced following the predicate verb. In this way, the agentive subject “双方当事人” is emphasized in these two versions in terms of the probation period of part-time labor.

4. Conclusion

Passive voice, as one of the most important characteristics of legal English, has different functions according to different situations. Due to the differences between Chinese and English, the translator may employ passive voice in the translation of legal texts, as a result of which the legal texts may exert different influences on the legal subjects.

This paper discusses the differences on the use of passive voice in the four translated versions of the LCL and finds that different functions of passive voice in legal English lead to the differences in the four translated versions in terms of passive voice. As far as the author is concerned, in legal Chinese, the majority are active sentences with the subjects omitted due to the Chinese way of thinking. Under this circumstance, the translator is encouraged to translate to sentences into passives. And in cases where the agent is emphasized, the translator should give priority to the use of passive voice. If the ST has both the subject and the object in Chinese, the translator can judge from the sentence whether there is a focus on the object, if yes, passive voice can be employed; if not, the translator should take active voice into consideration although passive voice is more serious and objective in legal English.

References

- Driedger, E. A. (1976). *The composition of legislation*. Ottawa: Department of Justice.
- Driedger, E. A. (1982). *A manual of instruction for legislative and legal writing*. Ottawa: Department of Justice.
- Hu, Z. (2009). *An introduction to systemic functional linguistics*. Beijing: Peking University Press.
- Li, K., & Zhang, X. (2005). *Legal texts and legal translation*. Beijing: China Translation & Publishing Corporation.
- Liu, S. (1987). *On the scope and classification of passive sentences in modern Chinese*. Beijing: Chinese Language Press.
- Qu, S. (2004). *A study of passive markers in modern Chinese*. Wuhan: Central China Normal University Press.
- Shi, Y. (2010). *Chinese grammar*. Beijing: The Commercial Press.
- Susan, S. (1997). *New approach to legal translation*. London: Kluwer Law International.

- Xu, S. (1981). English patient-subject constructions. *Foreign Language Teaching and Research*, (02), 30-37.
- Zeng, L. (1994). On the functions of the passive voice and its contexts of use. *Foreign Language Education*, (01), 57-64.
- Zuo, B. (2007). *A Guide to Learning English Grammar*. Guangzhou: Sun Yat-sen University Press.