

LEGAL MULTILINGUALISM AS A RIGHT TO REMAIN UNILINGUAL – FICTION OR REALITY?¹

Agnieszka DOCZEKALSKA, PhD

Department of Theory and Philosophy of Law, Kozminski University
ul. Jagiellońska 57/59, 03-301 Warsaw, Poland
adoczekalska@alk.edu.pl

Abstract: The rule of law, guaranteed in democratic countries, requires that those who are subject to the law should be able to know the law (the principle of legal certainty). Hence, a citizen should have an access to laws in a language that he or she knows. Therefore, in multilingual settings, the principle of legal multilingualism requires that legal acts be drafted in all official languages and provides that all language versions be equally authentic and contribute to the meaning of a legal act. Thus, citizens can read laws in a language they understand. On the other hand, since no two languages are identical, the discrepancies between language versions, due to the nature of language or a mistake, are inevitable. The paper identifies methods applied by judges of the Court of Justice of the European Union and national courts to deal with the discrepancies between language versions of EU legal acts. Through case law analysis, the paper demonstrates whether the principle of legal multilingualism actually guarantees legal certainty and what courts can do to make the right to remain unilingual in a multilingual setting real.

Keywords: legal multilingualism, EU law, legal translation

WIELOJĘZYCZNOŚĆ PRAWA JAKO PRAWO DO JEDNOJĘZYCZNOŚCI - FIKCJA CZY RZECZYWISTOŚĆ?

Abstrakt: Zgodnie z zasadą pewności prawa, wynikającą z zasady demokratycznego państwa prawa, obywatele powinni mieć możliwość zapoznania się z obowiązującymi aktami prawnymi. Zatem adresat norm prawnych powinien mieć dostęp do prawa w języku, który zna. Aby zagwarantować spełnienie tego wymogu w środowisku wielojęzycznym (takim jak państwo wielojęzyczne lub Unia Europejska), akty prawne uchwalane i publikowane we wszystkich językach urzędowych, przyjmując, że wszystkie wersje językowe są w równym stopniu autentyczne i tworzą znaczenie aktu prawnego. Dzięki temu obywatel może oprzeć swoją wiedzę o obowiązującym prawie tylko na aktach prawnych uchwalonych w jego języku ojczystym. Z drugiej strony, trudno jest uniknąć niezgodności między wersjami językowymi aktów prawnych, wynikających z natury języków (nie ma dwóch identycznych języków) lub błędów popełnionych podczas tworzenia prawa. Artykuł opisuje metody, stosowane przez sędziów Trybunału Sprawiedliwości Unii Europejskiej oraz sądów krajowych, w celu usunięcia niezgodności między wersjami językowymi aktów prawnych Unii Europejskiej. W artykule, na podstawie analizy orzecznictwa, wyjaśniono, czy unijna zasada wielojęzyczności prawnej *de facto* gwarantuje pewność prawa oraz jak sądy mogą zapewnić prawo do oparcia swojej wiedzy o wielojęzycznym prawie tylko o wersję w znanym adresatowi języku.

Słowa kluczowe: wielojęzyczność prawna, teksty unijne, tłumaczenie prawnicze

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Introduction

The paper analyzes whether legal multilingualism in the European Union actually provides EU citizens with the right to remain unilingual, i.e. to base their knowledge about multilingual EU law on one language version of a legal act, and still enjoy the certainty of law.

The first part of the paper gives a short overview of the meaning of the principle of legal certainty in the European Union. Only the law, which is predictable for a person to whom it is addressed, guarantees legal certainty. Hence, legal rules should be clear, precise and comprehensible for those who are subject to them. In particular, the addressees must have access to legal rules drafted in a language that they know. Therefore, in the European Union, the principle of legal multilingualism, explained in detail in the second part of the paper, requires that laws be drafted in all official languages. Consequently, the addressees of EU legal acts (especially of regulations that are directly applicable) do not have to acquire competence in a foreign language to understand the laws that apply to them. Hence, they can remain unilingual.

Legal certainty cannot, however, be guaranteed only by drafting and publishing EU legal acts in all official languages. From a legal standpoint, all official language versions must be equal and have the same force of law. This is required by the principle of equal authenticity explained in the third part of the paper. Since this principle requires that all language versions be considered when law is interpreted, it is questionable whether EU citizens can actually base their knowledge about law only on one language version and whether multilingual law is *de facto* predictable, especially in the case of discrepancies between language versions. These issues are addressed in the last part of the paper, which more closely examines the methods, applied by the Court of Justice of the European Union and national courts when they interpret multilingual EU law.

1. The principle of legal certainty in the European Union

To act in accordance with the law, a person must know the laws to which the person is subject. In legal systems rooted in Roman law² and in common law countries,³ it is presumed that the addressees of the legal norms know them; therefore they cannot justify illegal action by claiming ignorance of the law. Thus, the laws should be stable, and any amendments or new legal rules ought to be announced well in advance to give sufficient time to the addressees to learn about them and to adjust their planned actions accordingly. Moreover, the legal rules should be intelligible, which requires that they be clear, precise and available in a language that those subject to the law can understand.

Therefore, when law is applied within territory inhabited by people who speak different languages, it is usually required that the law be provided in the languages that

² The principle is expressed in the following Roman brocard: *ignorantia iuris non excusat* (ignorance of the law does not excuse) or in the Latin maxim, known in Polish legal culture: *ignorantia iuris nocet* (not knowing the law is harmful).

³ As to common law countries, see, for instance, Section 19 of the Criminal Code of Canada (R.S. 1985, c. C-34) on the ignorance of the law.

the inhabitants know. As a result, a person who is subject to a law has access to the law in a language that the person understands. This guarantees the principle of legal certainty – one of the general principles of EU law.⁴

The rich literature, mainly in the field of legal theory, provides various approaches to and definitions of legal certainty.⁵ Since the analysis of this concept goes beyond the scope of this paper, I will refer only to the explanation of the principle given by the Court of Justice of the European Union:

*Community legislation must be certain and its application foreseeable by individuals. The principle of legal certainty requires that every measure of the institutions having legal effects must be clear and precise and must be brought to the notice of the person concerned in such a way that he can ascertain exactly the time at which the measure comes into being and starts to have legal effects.*⁶

The Court has also recognized the importance of providing EU law in all official languages for legal certainty and has decided that, if a regulation, which is directly applicable in Member States, is not published in the language of a Member State, it cannot be enforceable against individuals in that State.⁷

In addition to drafting legal acts in all official languages, the versions must be in a high enough quality to guarantee that the law is certain and predictable. All language versions should be clear, precise and render the same meaning. In each EU institution in which legislative drafting takes place, a group of lawyer-linguists is responsible for the quality of language versions and especially for consistency and congruity between them.⁸ The Supreme Administrative Court of Poland has pondered whether it is possible to consider the act as not published in the Polish language, thus unenforceable against Polish citizens, when a Polish version of an EU legal act is not consistent with other official language versions.⁹

The principle of legal certainty is guaranteed in the process of legal drafting but also in the process of adjudication.¹⁰ In the case of multilingual law, it is particularly important how the principle of legal multilingualism and the principle of equal authenticity are understood by courts.

⁴ See, for instance, the judgment of 6 April 1962 in the Case 13/61 Kledingverkoopbedrijf de Geus en Uitdenbogerd v Robert Bosch GmbH, ECR 1962 00089.

⁵ For the most recent and relevant analysis, see Paunio 2013 and the literature quoted there.

⁶ Par. 124 of the judgment of 22 January 1997 in the Case T-115/94 Opel Austria GmbH v Council of the European Union, ECR 1997 II-00039.

⁷ Judgment of 11 December 2007 in the Case C-161/06 Skoma-Lux sro v Celní ředitelství Olomouc, ECR 2007 I-10841; see also Bobek 2007.

⁸ For more details on the work of lawyer-linguists, see Guggeis 2014, 53-54, Somssich, Várnai, Bérczi 2010, 22-25.

⁹ The judgement of the Supreme Administrative Court of Poland of 23 April 2008, II GSK 31/08.

¹⁰ See Wojciechowski 2010, 560.

2. The principle of legal multilingualism in the European Union and the right to remain unilingual

It is already difficult to guarantee the principle of legal certainty and to draft a law even in one language so that the law is clear and comprehensible to those who are subject to the law and that a predictable and unequivocal interpretation by a court is assured. To fulfill these requirements when a law is drafted in two languages is even more challenging. The more languages involved in legislative drafting, the greater the challenge becomes.

The extreme case of a legal multilingualism has been developed by the institutions of the European Union. Today, EU law is drafted and authentic in twenty-four languages and applied, sometimes directly¹¹, in twenty-eight Member States – each of them having its own specific legal system and its own variety of a legal language.

The first founding treaty – the Treaty of Paris establishing the European Coal and Steel Community – was enacted and authentic only in French.¹² Signed in 1951, this Treaty began the European integration that led to the rise of the European Union and its multilingual law. At that time, however, the language policy and legal multilingualism issue, especially languages in which the laws were drafted, although discussed, were not regulated.¹³ The two successive founding treaties – the Treaty establishing the European Atomic Energy Community (the Euroatom Treaty) and the Treaty establishing the European Economic Community (the EEC Treaty), both signed in Rome on 25 March 1957 - were also drafted only in French. However, after preparation of versions in Dutch, Italian and German, the Treaties were enacted and authentic in the four languages.¹⁴ Moreover, the Treaties granted the competence to develop the language policy of the Communities to the Council.¹⁵ As a result, the Council in the very first Regulations recognized Dutch, French, Italian and German as official and working languages of the Communities' institutions and required that EC law be drafted in the four languages.¹⁶ The latter requirement provided in Article 4 of the Council Regulation 1/1958 introduced the principle of legal multilingualism.

¹¹ Regulations are directly applicable in all Member States; see article 288 of the Treaty on the Functioning of the European Union (consolidated version OJ C 326, 26.10.2012, p. 171).

¹² See Article 100 of the Treaty of Paris. The Treaty signed on 18 April 1951, entered into force on 23 July 1952, and expired after 50 years, i.e. in 2002.

¹³ For details on the language policy discussion between the ministers of foreign affairs of Belgium, France, Germany, Italy, Luxembourg and the Netherlands, see Reuter 1953, 81-82 and Stevens 1967, 703-704.

¹⁴ For details on preparing the language versions of the Treaties, see Akehurst 1972, 20-31.

¹⁵ See Article 190 of the Euroatom Treaty and Article 217 of the EEC Treaty replaced by Article 290 of the Treaty establishing the European Community (OJ C 325, 24.12.2002, p.145), and nowadays by Article 342 of Treaty on the Functioning of the European Union (OJ C 326, 26.10.2012, p. 193).

¹⁶ See respectively Article 1 and Article 4 of the Regulation No 1 determining the languages to be used by the European Economic Community (OJ 17, 6.10.1958, p. 385–386) and Regulation No 1 determining the languages to be used by the European Atomic Energy Community (OJ 17, 6.10.1958, p. 401–402); hereinafter Regulation 1/1958.

While new Member States joined the European Communities then and are joining the European Union today, the official languages of new Member States that have not been yet recognized as official languages of the European institutions have been granted the status of official language.¹⁷ The grow in the number of EU official and working languages has increased the number of possible language combinations. The four official and working languages indicated in the Council Regulation in 1958 made 12 combinations. In contrast, presently twenty-four EU official and working languages create 552 combinations.¹⁸ Such a growth in the number of EU languages from 1958 to 2013, when Croatia gained the status of an EU official and working language, results in the increase of translation and interpretation costs. In 2012, the European Commission estimated that the total cost of translation and interpretation in all of the EU institutions is approximately €1 billion per year.¹⁹

The replacement of EU legal multilingualism with the policy of one EU language (e.g., English, Esperanto or Latin) has been proposed several times.²⁰ However, despite the costs and other difficulties brought by the extention of legal mutilingualism, no steps have yet been made to decrease the number of languages in which EU law is drafted.²¹

A full legal multilingualism is supported by the EU “united in diversity” policy, but if one wants to focus only on legal arguments for such a challenging and expensive multilingual legal drafting, the following two reasons should be sufficient to justify the principle of legal multilingualism.²² First and foremost, after being enacted by EU institutions and published in all official languages in the Official Journal of the European Union, regulations enter into force and are directly applicable in all Member States. This means that regulations do not need to be implemented or transposed by national

¹⁷ It is decided during accession negotiations whether a language will be granted the status of an official language of the EU institutions, and, if so decided, the Regulation 1/1958 is amended accordingly. In the case of Member States, that have more than one official language, all official languages of a Member State do not always gain this status in the institutions; e.g. Irish did not become an official language of the EC when Ireland joined the Communities in 1973, but later in 2007; Turkish which is together with Greek an official language of Cyprus – a member of the EU since 2004 – is not recognized as EU official language.

¹⁸ According to the formula $n(n-1)$, where ‘n’ is a number of languages ; see Pym 2001.

¹⁹ See European Commission 2012, 3.

²⁰ In various language policy scenarios alternative to EU legal multilingualism (including “*de facto* English hegemony”, “Esperanto Union” and “Latin as *lingua franca*”), see Christiansen 2006, 21-44; see also Pool 1996, 159-179; on Latin as the language of EU law, see, for instance, Ristikivi 2005, 199-2002; on Esperanto as the language of EU law, see Coulmas 1991, 30-32.

²¹ This does not mean that no efforts were made to reduce the translation and interpretation costs. For instance, during Parliament debates, the relay or pivot languages system is applied; i.e., interpretation is done first into a few pivot languages and then from those languages into the remaining languages (Gazzola 2006, 402-404, 407-410, Wagner, Bech, Martínez 2014, 94,106). Sometimes, asymmetric systems are applied; e.g., ‘Speak All, Listen Three’ (SALT) – during a meeting participants can speak any official language, but interpretation is provided only in English, French and German (Wagner, Bech, Martínez 2014, 106). Another solution was adopted in 2004 by the Council by offering the request-and-pay system; according to which, Member States partially pay for interpretation service provided in their language (Doczekalska 2009, 351).

²² For more details on legal reasons justifying EU legal multilingualism, see Doczekalska 2009, 343-346.

authorities to bind EU citizens. Moreover, directives that require transposition into national legal systems, have a direct effect.²³ Thus, EU citizens can enforce rights given by an EU directive in a national court, even if a Member State fails to transpose this directive. The principle of legal certainty requires that those to whom a law is applicable should be able to understand the law. Consequently, they should have access in the language that they understand to legal acts that affect them and that they can invoke before a court. Therefore, EU legislation should be drafted, enacted and published in all official languages.

However, from a legal standpoint, providing the access to law in twenty-four EU official languages is not sufficient to guarantee legal certainty. The predictability of multilingual law can be ensured for EU citizens who base their knowledge about law on only one language version only if all language versions of EU legal act are equally authentic.

3. The principle of equal authenticity

Whether legal multilingualism actually provides EU citizens with the right to remain unilingual and at the same time with the certainty of multilingual law depends on how the principle of equal authenticity of all official languages versions is understood.

The Council Regulation 1/1958, which requires in Article 4 that regulations and other documents of general application must be drafted in all of the official languages, directly provides only the principle of legal multilingualism. Although the Regulation does not explicitly state that official language versions of the legal acts indicated in Article 4 are equally authentic, according to some authors the principle of equal authenticity results from the provision of Article 4 (McCluskey 2001, 10).²⁴

Nevertheless, in 1982, the European Court of Justice for the first time explicitly confirmed that the different language versions of EC legislation are equally authentic and explained that “[a]n interpretation of a provision of Community law thus involves a comparison of the different language versions”.²⁵ This requirement, on one hand, is in

²³ For more details on direct effect, see, for instance, Robin-Olivier 2014, 165-188.

²⁴ The principle of equal authenticity is very often laid down directly. For instance, as far as EU primary law is concerned, all treaties provide explicitly that the texts of a treaty in each of the twenty-four languages are equally authentic; see, for instance, Article 55 of the Treaty on European Union, which also applies to the Treaty on functioning of the European Union (according to Article 358 of TFUE). In the case of international law, Article 33 of *Vienna Convention on the Law of Treaties* of 1969 (United Nations, Treaty Series, vol. 1155, p. 331) directly provides the principle of equal authenticity. Section 18 of the *Canadian Charter of Rights and Freedoms*, 1982, serves as an example of a direct indication of the principle of equal authenticity in national law.

²⁵ Par. 18 of the judgement of 6 October 1982 in Case 283/81 Srl CILFIT [1982] ECR 3415. The principle of equal authenticity and the requirement to compare different language versions have been confirmed numerous times in the settled case law of the Court of Justice. See, for instance, the following recent cases: par. 110 of the judgment of 2 October 2009 in Case T-324/05 Republic of Estonia v Commission of the European Communities, ECR 2009 II-03681; par. 73 of the judgement of 17 May 2013 in Joined Cases Trelleborg Industrie SAS (T-147/09) and Trelleborg AB (T-148/09) v European Commission, not yet published in the

accordance with the principle of equal authenticity, according to which all versions have the same force of law, and all of them are binding. On the other hand, the expectation that all language versions are considered when multilingual law is interpreted might contradict the right to remain unilingual, since the acquaintance of multilingual law acquired only through one language version might not be sufficient to foresee properly how law will be interpreted and applied.

If all language versions of EU legislation are equally authentic, and hence are binding to the same degree, they must have the same legal effect. Therefore, it is presumed that all of them have the same meaning.²⁶ In some multilingual legal systems, although not in EU legislation, this presumption is explicitly indicated by the law.²⁷ If all language versions have the same meaning, then the meaning of multilingual EU legal acts can be determined on the basis of one language version. Thus, the right to remain unilingual is preserved.

However, the presumption of the same meaning can be refuted since, due to the nature of language, it is very difficult to achieve absolute equivalence between two language versions.²⁸ In the case of EU law, the perfect correspondence should be attained in twenty-four languages.²⁹ Consequently, divergencies between language versions are inevitable due to the nature of language or to mistakes.³⁰

The presumptions on which the principles of legal multilingualism and of equal authenticity are based create a paradox, which can be described as an interpretation paradox (Figure 1), since it is the most evident when EU multilingual law is interpreted.³¹ To find out whether this paradox can be explained, and whether the addressee of EU multilingual law can predict how the law will be applied on the basis of just one

ECR; par. 20 of the judgement of 21 May 2014 in Case T-61/13 'Melt Water' UAB v. OHIM, not yet published in the ECR.

²⁶ On the presumption of equal meaning, see Doczekalska 2009, 363-364 and Šarčević 2014, 52-54.

²⁷ For instance, in Hong Kong, since 1987, the *Interpretation and General Clauses Ordinance* in Part II A, Section 10B(1) states that both English and Chinese texts of an ordinance shall be equally authentic, and Section 10B(2) presumes the provisions of a statute to have the same meaning in each authentic language text.

²⁸ See, e.g. the judgment of 3 March 2005 in Case C-428/02 Fonden Marselisborg Lystbådehavn v Skatteministeriet and Skatteministeriet v Fonden Marselisborg Lystbådehavn, ECR 2005, I-01527, in which the Court analyzed the meaning of the concept "vehicle" due to a difference between the language versions of Article 13B(b)(2) of the Sixth Directive; see Cao 2007, 33 who examines this case and an "issue of ambiguity that arises from the inconsistency in meaning of the same equivalent word in the different languages".

²⁹ Biel 2014, 69-70.

³⁰ See, e.g., the judgment of 17 October 1996 in Case C-64/95 Konservenfabrik Lubella Friedrich Bükler GmbH & Co. KG v Hauptzollamt Cottbus, ECR 1996, I-05105, in which the Court dealt with a "material error" (par. 18) caused by the use in the German version of Commission Regulation (EEC) No 1932/93 of 16 July 1993 establishing protective measures regarding the import of sour cherries (OJ L 174, 17.7.1993, p. 35-36) the term Süßkirschen (sweet cherries) instead of Sauerkirschen (sour cherries).

³¹ For more details, see Doczekalska 2009, 361-366 on paradox of identicalness.

language version, the practice of interpretation, especially in the case of discrepancies between language versions, should be considered.

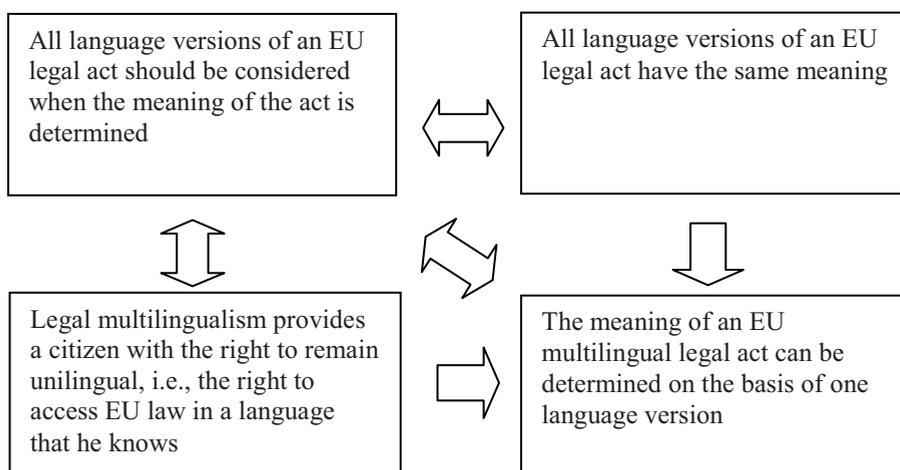


Figure 1. The paradox of interpretation; $A \leftrightarrow B$ – statements A and B are contradictory to each other; $A \Rightarrow B$ – statement B follows statement A.

4. The interpretation of EU multilingual law - to compare or not to compare?

In addition to the paradox described in the previous part, the theoretical presumptions on which legal multilingualism is based create a paradox that ensues from the contradiction between the requirement to compare all language versions to determine the meaning of the interpreted legal act and the actual ability to perform this comparison. The European Court of Justice first stated that the interpretation of EC legal provisions requires all language versions to be considered in 1969, when EC law was authentic in only four official languages.³² Today, EU law is drafted, enacted and authentic in twenty-four languages. It is practically unfeasible not only for EU citizens but also for the Court of Justice and national courts to compare all twenty-four language versions to determine the meaning of a legal provision. The practical difficulty has been noted by Advocate Generals who observed that this requirement involves a disproportionate effort and puts a practically intolerable burden on the national courts.³³

³² Par. 3 of the judgment of 12 November 1969 in Case 29-69 Erich Stauder v City of Ulm – Sozialamt, ECR 1969, 419.

³³ See par. 65 of the opinion of Advocate General F. G. Jacobs delivered on 10 July 1997 in the Case C-338/95 Wiener S.I. GmbH v Hauptzollamt Emmerich, ECR 1997, I-08151; par. 99 of the opinion of Advocate General Stix-Hackl delivered on 12 April 2005 in the Case C-495/03 Intermodal Transports BV v Staatssecretaris van Financiën, ECR 2005, I-08151; see Doczekalska 2009, 364.

Actually, national courts rarely declare in their judgements that the comparison of various language versions has been performed. Even then, the courts refer to just a few language versions. Usually interpretation of the version in the official language of a Member State is supplemented with the versions in widely known languages like English, French and German.³⁴ Moreover, the Court of Justice of the European Union seldom refers to all language versions when EU legal provisions are interpreted. The Court's judgements include the explanation of how the comparison is conducted, mainly when the divergence between language versions is observed.³⁵

Even if the discrepancy between language versions occurs, the Court of Justice and national courts do not exclude the diverging version from the interpretation process. In such a case, the court goes beyond linguistic interpretation and interprets the provision "by reference to the general scheme and purpose of the rules of which it forms a part"³⁶ (teleological and contextual interpretation).³⁷

Thus, the requirement to interpret law in the light of all language versions does not mean that all of them must actually be considered but that, in the case of divergency, none of them can be rejected.³⁸ This approach ensures that EU law is interpreted and applied uniformly. Therefore, the requirement of the principle of equal authenticity that all language versions must be compared and that the text of a legal provision cannot be considered in isolation³⁹ does not imply that a citizen must read EU law in all languages to understand its meaning. On the contrary, a citizen can base his knowledge on one language version, since no version can be excluded from interpretation, and consequently, uniform interpretation is ensured. The Court of Justice underlined that it is the principle of legal certainty that requires EU law to be interpreted uniformly.⁴⁰

Hence, all three principles together (the principle of equal authenticity, the principle of legal multilingualism and the principle of uniform interpretation and the application of EU law) guarantee and comply with the principle of legal certainty.⁴¹

³⁴ On Polish courts see Doczekalska, Jaśkiewicz 2014; on British, Danish and German courts, see Derlén 2009, 9-10 and part 3.

³⁵ See recent cases: the judgement of 21 May 2014 in Case T-61/13 'Melt Water' UAB v. OHIM, not yet published in the ECR; the judgment of 26 September 2013 in Case C-189/11 European Commission v Kingdom of Spain, not yet published in the ECR; judgment of 9 April 2014 in Case C-74/13 GSV Kft. v Nemzeti Adó, not yet published in the ECR; judgment of 10 July 2014, in Case C-307/13 Criminal proceedings against Lars Ivansson and Others, not yet published in the ECR.

³⁶ Par. 28, Case T-61/13 "Melt Water" UAB v. OHIM, *op. cit.*, and the case law cited in par.28.

³⁷ As observed by Baaij (2012), the Court of Justice sometimes takes the literal approach to discrepancies and then usually prefers the meaning rendered in the majority of language versions (majority argument). However, if the teleological and literal approaches lead to different interpretations, the Court chooses the former (Baaij 2012).

³⁸ Doczekalska 2009, 364-365.

³⁹ Par. 27, Case T-61/13 'Melt Water' UAB v. OHIM, *op. cit.*

⁴⁰ Par. 34, Case T-61/13 'Melt Water' UAB v. OHIM, *op. cit.*

⁴¹ However, according to some authors the Court of Justice of the EU fails to find the balance between legal certainty and multilingualism, and therefore other interpretation methods should be proposed (e.g. proposal of one authentic version or of a limited number of authentic versions that are consulted), see Derlén 2011, Luttermann 2009 and Šarčević 2013 and 2014.

Conclusion

The principle of EU legal multilingualism provided in Article 4 of Regulation 1/1958 guarantees the access to EU legislation in the languages that those subject to EU laws understand. Thus, the principle ensures the certainty of law and helps to make law, which is directly applicable in twenty-eight Member States, predictable for the citizens, who can base their knowledge about EU legal rules merely on one language version of a legal act.

The principle of legal multilingualism is, however, complemented with the principle of equal authenticity, according to which authentic language versions of EU legislation must be considered and compared when an EU legal act is interpreted. This requirement questions whether the addressees of multilingual law can actually predict how legal rules are going to be applied, if they read them in only one language. The right to remain unilingual is especially challenged when the comparison of language versions reveals discrepancies between them.

The analysis of the meaning of the principle of equal authenticity reveals, however, that this principle and the requirements that follow it actually enhance the certainty and predictability of EU multilingual law. The equal authenticity means that all official language versions have the same weight and that none of them can prevail when the meaning of a legal rule is determined. Hence, none of the language versions can be rejected when a legal act is interpreted, even if it discloses differences with other versions. This approach to legal multilingualism ensures the uniform interpretation and application of EU law. Consequently, the certainty of EU law is guaranteed, because EU citizens in all Member States can enjoy the same rights and obligations despite the language version they choose to learn about EU law.

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